

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4	<b>Page</b> 1 of 69
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> DAAE07-03-R-N216		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2003JUN24	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> TACOM WARREN BLDG 231 AMSTA-AQ-AHEB WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL			<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 05:00pm (hour) local time 2003OCT22 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> LEON WILSON <b>E-mail address:</b> WILSONL@TACOM.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (586)574-7192
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		<b>17. Signature</b>	<b>18. Offer Date</b>

AWARD (To be completed by Government)

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	
<b>24. Administered By (If other than Item 7)</b>			<b>25. Payment Will Be Made By</b>	
SCD PAS ADP PT				
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  _____ (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

1. The enclosed solicitation is a DRAFT and no official solicitation has been issued of this effort.
2. Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available.
3. The Government does not intend to award a contract on the basis of this solicitation or to otherwise pay for the information solicited except as an allowable cost under other contracts as provided in subsection 31.205-18, Bid and Proposal Costs, of the Federal Acquisition Regulation.
4. Although proposal and offeror are used in this Request for Information, your response will be treated as information only. It shall not be used as a proposal.
5. This solicitation is issued for the purpose of planning.

\*\*\* END OF NARRATIVE A 001 \*\*\*

Regulatory Cite	Title	Date
A-1 52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

A-2	52.214-4003 (TACOM)	ALL OR NONE	MAR/1998
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Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

[End of Clause]

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																											
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																															
0001	SECURITY CLASS: Unclassified																															
0001AA	<div>43 EACH SEP /CEEP VEHICLES</div> <div>NOUN: SEP /CEEP VEHICLES</div> <div>Firm Fixed Proposal Required</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Origin      ACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD      MILSTRIP      ADDR      SIG CD      MARK FOR      TP CD</div> <div>001</div> <div><table><tr><th>DEL REL CD</th><th>QUANTITY</th><th>DEL DATE</th></tr><tr><td>001</td><td>4</td><td>31-JAN-2005</td></tr><tr><td>002</td><td>4</td><td>28-FEB-2005</td></tr><tr><td>003</td><td>4</td><td>30-MAR-2005</td></tr><tr><td>004</td><td>6</td><td>30-APR-2005</td></tr><tr><td>005</td><td>7</td><td>31-MAY-2005</td></tr><tr><td>006</td><td>7</td><td>30-JUN-2005</td></tr><tr><td>007</td><td>6</td><td>31-JUL-2005</td></tr><tr><td>008</td><td>5</td><td>31-AUG-2005</td></tr></table></div> <div>FOB POINT: Origin</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div> <div>(SHIP-TO) WILL BE FURNISHED PRIOR</div> <div>TO THE SCHEDULED DELIVERY DATE FOR</div> <div>ITEMS REQUIRED UNDER THIS</div> <div>REQUISITION.</div>	DEL REL CD	QUANTITY	DEL DATE	001	4	31-JAN-2005	002	4	28-FEB-2005	003	4	30-MAR-2005	004	6	30-APR-2005	005	7	31-MAY-2005	006	7	30-JUN-2005	007	6	31-JUL-2005	008	5	31-AUG-2005	43	EA	\$ _____	\$ _____
DEL REL CD	QUANTITY	DEL DATE																														
001	4	31-JAN-2005																														
002	4	28-FEB-2005																														
003	4	30-MAR-2005																														
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005	7	31-MAY-2005																														
006	7	30-JUN-2005																														
007	6	31-JUL-2005																														
008	5	31-AUG-2005																														

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Data Item as set forth in the Contract Data Requirements List (DD Form 1423), Exhibit A, as described in Paragraph B.3</p> <p>CDRL's are Not Separately Priced</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p>		EA	\$ _____	\$ _____

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	SECURITY CLASS: Unclassified  See Special Provision H.12 Option For Increased Quantities.  (End of narrative A001)				
0003AA	<u>99 OPTION SEP/ CEEP VEHICLES</u>  NOUN:   OPTION FOR SEP/CEEP VEHICLES  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                                   SUPPL <u>REL CD      MILSTRIP      ADDR   SIG CD   MARK FOR   TP CD</u> 001 <u>DEL REL CD      QUANTITY                   DEL DATE</u> 001                   4                   31-AUG-2005  002                   10                  30-SEP-2005  003                   10                  31-OCT-2005  004                   10                  30-NOV-2005  005                   8                   31-DEC-2005  006                   9                   31-JAN-2006  007                   9                   28-FEB-2006  008                   9                   30-MAR-2006  009                   9                   30-APR-2006  010                   8                   31-MAY-2006  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000)   SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	86	EA	\$ _____	\$ _____

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B.1 SECURITY REQUIREMENTS

B.1.1 BOA DAAE07-01-G-N001 Security Classification Specification DD Form 254, Attachment 004 is applicable to performance under this Delivery Order.

B.2 GOVERNMENT FURNISHED MATERIAL (GFM)

B.2.1 The Delivery Order prices exclude GFM. List of GFM to be provided to the contractor is provided in Attachment 001. Provision B.2 BOA DAAE07-01-G-N001 is applicable to this Delivery Order.

B.2.2 The Government will furnish the 16th, 17th and 18th year vehicles to be retrofitted.

B.2.3 For the purpose of allocating G&A cost, consistent with the Contractors disclosed accounting practice, it is agreed that the value of non major end item GFM required for the scope of work is \$185,659 per unit. The value of the GFM major end item is \$950,000 per unit.

B.3 DELIVERY ORDER DATA REQUIREMENTS

B.3.1 The cost for data requirements listed on DD 1423, Exhibit A, is included in the Delivery Order amount and is not separately priced.

B.4 RESOLUTION OF DAMAGED/DEFECTIVE GOVERNMENT MATERIAL (DGM)

B.4.1. CLIN TBD entitled "Damaged/Defective Government Material (DGM)" is incorporated as set forth in the schedule for payment of equitable adjustments negotiated between the Contractor and the Administrative Contracting Officer (ACO) for the resolution of DGM actions under the Delivery Order prior to acceptance of tanks at the Lima Army Tank Plant (LATP).

B.4.2. The Contractor shall accomplish removal and replacement of DGM and provide a DGM Report in accordance with CDRL A001, (Data Item No. DI-QCIC-80736) whenever Government furnished items are unsuitable for use. Upon direction by the ACO, the Contractor shall remove contractor installed components, and perform all necessary work to return the inoperative Government furnished items to the supplier, including preparation for shipment, loading and unloading. To the maximum extent feasible, contractor installed components shall be re-utilized.

B.4.3. For those services provided hereunder, the Contractor shall invoice under the appropriate DGM CLIN as directed by the ACO, in accordance with the General Provision entitled Government Property (FAR 52.245-2)Alt 1. Shipping shall be in accordance with B.5. below. The Contractor will continue to separately invoice for the efforts performed under this provision.

B.4.4 This provision, Resolution of DGM, applies only to GFM (Attachment 001) and suspension housing, see B.4.5. This provision does not apply to contractor previously provided reused items that are commingled with other Production Programs. This provision does apply to those reused items that were previously provided as GFM. (Reference Provision B.2.2)

B.4.5. Suspension Housing Failures. The contractor is not required to perform rosebud testing and magnetic particle inspection of suspension housings Part Numbers 12346481 and 12347351 prior to assembly or vehicle installation. Should a suspension failure occur due to cracks in either of these housings the contractor shall perform the necessary repair and reinstallation as DGM.

B.5. PACKAGING, CRATING AND HANDLING

Packaging, crating and handling charges for end line items under the contract are included in the contract prices. From time to time, the Government may require shipment of materials and components furnished by the Government or acquired for the account of the Government in performance of this contract. When directed by the Administrative Contracting Officer, the contractor shall prepare such material for shipment and shall ship such property to the Government designated destination. The Contractor shall invoice, as directed by the ACO, for each individual transaction in accordance with the General Provision entitled "GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(DEC 1989)(FAR 52.245-2 ALT I), for such services under CLIN TBD of this contract, at the negotiated equitable price.

B.6. ENGINEERING CHANGE PROPOSALS (ECPs)

CLIN TBD is established as set forth in the schedule for payment of equitable adjustments associated with the incorporation of Engineering Changes into the Contract. Except those engineering changes contemplated by any Special Provisions Clause in Section H, each change shall be issued and equitably adjusted by the Contracting Officer pursuant to the General Provision entitled Changes - Fixed Price (FAR 52.243-1). The Contractor shall invoice under CLIN TBD as authorized by the Contracting Officer. Notwithstanding the Government's rights under FAR 52.243-6, Change Order Accounting, the Contractor may include the cost associated with the authorized effort under this CLIN in performance based payments submitted under the respective vehicle CLIN.

B.7. PRIORITY SHIPMENTS

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The CLIN TBD entitled PRIORITY SHIPMENTS is established and funded for the payment of equitable adjustments for increased production costs under this contract resulting from Contractor compliance with the written direction of the Procurement Contracting Officer (PCO) to divert specifically designated parts and/or components to fill a Government need contracted for under some other contract. Such equitable adjustments shall be negotiated by the ACO. Any such diversion prioritization shall only be accomplished to the extent that those items are required under some spare parts contract(s) and have not yet been delivered. The Contractor shall only take action under this clause to the extent that the total maximum liability to the Government as a result of such contracting officer directions does not exceed the total funded amount under the applicable CLIN.

B.8. PERFORMANCE BASED PAYMENTS (PBP)

The Government agrees to work with the contractor to incorporate a performance based payment system by mutual agreement no later than 60 days after contract award.

The following Terms and Conditions specific to Section B of the Basic Order Agreement (DAAE07-01-G-N001) are incorporated by reference into this Delivery Order DAAE07-01-G-N001/TBD:

- B-1 FAR 52.229-4000 APPLICABILITY OF FEDERAL RETAILERS EXCISE TAX (OCT/1993)
- B.4 REQUIREMENTS INCLUDED IN DELIVERY ORDER PRICES

\*\*\* END OF NARRATIVE B 001 \*\*\*



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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	MAR/2000

(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: -1-.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

SECTION C

C.1 General

C.1.1. The M1A2 Production Program is designed to upgrade M1A2 Tanks, Abrams 16th, 17th and 18th Year, to attain the upgraded operational characteristics of a M1A2 SEP/ CEEP Tank. To achieve that end, selected enhancements/ECPs will be incorporated into M1A2 tanks inducted into the program. Tanks delivered under this contract will be similar, but not identical, to new production M1A2 SEP tanks produced under contract DAAE07-01-G-N001/0003. As a secondary objective, inducted tanks will be restored as nearly as possible to original or new condition in appearance, performance and life expectancy, accomplished through disassembly, inspection of all components and repair/replacement of worn or unserviceable items using original manufacturing tolerances and specifications as further defined in this scope of work. To rebuild the tank to "like new" condition will increase readiness and reduce Operations & Support (O&S) cost. The methodology to achieve a rebuild vehicle shall be established by Anniston Army Depot (ANAD) and General Dynamics Land System (GDLS), hereafter referred to as the Contractor, through determining the most economical means to achieve the rebuild criteria.

C.1.2. The program will utilize the expertise of both the Army depot system and the Contractor. Anniston Army Depot (ANAD) will be utilized to refurbish hulls and turrets and will overhaul the AGT 1500 engine, X1100 transmission, final drives, gun mounts and cannons. The Contractor, as an independent contractor and not as an agent of the Government, will overhaul suspension components, assemble chassis and turret, perform vehicle and system testing, refurbish and upgrade certain common components, integrate SEP unique Line Replaceable Units (LRU), and paint, prep at Lima Army Tank Plant (LATP) and load vehicles on Government furnished rail cars.

The contractor, teaming with ANAD, shall upgrade 16th, 17th and 18th year M1A2 AUT's to meet essential operational characteristics of M1A2 SEP/ CEEP tanks.

C.2. CONFORMANCE WITH SPECIFICATION, DRAWINGS AND REQUIREMENTS

C.2.1. The M1A2 AUTs provided by the Government shall be upgraded to the SEP/ CEEP TDP baseline defined at Section C.3.1 and conform with specifications, drawings and requirements as described below.

C.2.2. The M1A2's upgraded to the modified M1A2 SEP/CEEP configuration shall comply with the System Specification for the Tank, Combat, Full-TrackeD, 120MM Gun M1A2, SA-SA00001C, dated 31 July 1998 as demonstrated by Government and Contractor testing completed as of the date of execution of this contract, or as may be amended by completion of additional testing and documentation by future test report(s) and endorsed by a Contracting Officer approved Change to this contract.

C.2.3. The M1A2 tanks upgraded to the M1A2 SEP/CEEP tank configuration shall comply with the Prime Item Product Fabrication Specification for the Tank, Combat, Full-TrackeD, 120MM Gun, SC-SA10010, Rev. TBD, dated TBD, and Contracting Officer approved changes, waivers, and deviations.

C.2.4. LRUs supplied by the contractor, either new, SEP refurbished or upgraded to the M1A2 SEP/CEEP configuration, shall comply with the LRU Product Fabrication Specifications listed in Attachment 003 as demonstrated by Government and Contractor testing completed as of the date of execution of this contract, or as may be amended by completion of additional testing and documentation by future test report(s) and endorsed by a Contracting Officer approved Change to this contract. Until a LRU Product Fabrication Specification performance level is demonstrated, the Contractor may approve changes to the LRU Product Fabrication Specification by Request for Waiver/Request for Deviation (RFW/ RFD). Upon demonstration that the LRU meets its Product Fabrication Specification or the level of

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conformance to the Product Fabrication Specification is determined, the Contractor must have approval of the Procuring Contracting Officer to lower the demonstrated performance of the LRU.

C.2.5. The M1A2s upgraded to the M1A2 SEP/CEEP configuration shall comply with the Government Furnished Army Embedded GPS Receiver (AEGR) Performance Specification 12438580SM-2, dated 29 June 2000, to the extent demonstrated regarding the required Form, Fit and interface requirements.

C.2.6. The M1A2s upgraded to the M1A2 SEP/CEEP configuration shall comply with the Form and Fit requirements necessary to enable Abrams System functionality with current Interface Control Documents for the FBCB2 Platform ICD(v3.5) JVIF01011, Rev E-1, dtd 29 April 2002 to the extent demonstrated and documented in Government and Contractor testing.

C.2.6.1. The M1A2s upgraded to the M1A2 SEP/CEEP configuration shall comply with the Form and Fit requirements necessary to enable Abrams System functionality with the Single Channel Ground Airborne Radio System (SINCGARS) RT-1523E(C), and the Enhanced Position Location Reporting System/Very High Speed Integrated Circuit (EPLARS/VHSIC) to the extent demonstrated and documented in Government and Contractor testing.

C.3 Engineering Release Record

C.3.1. The inducted vehicles are the M1A2 Abrams 16th, 17th and 18th year vehicles. The M1A2 SEP technical baseline is that described in Exhibit B, and modified by the Engineering Change Proposals and Contractor approved Change Requests. The following LRU's are added to the technical baseline:

1. Improved Gunner's Control and Display Panel (IGCDP)
2. Improved Driver's Integrated Display (IDID)
3. Improved Commander's Electronic Unit (ICEU)
4. Improved Commander's Display Unit (ICDU)
5. Improved Hull Mission Processor Unit (IHMPU)
6. Improved Turret Mission Processor Unit (TMPU)

C.4 Limited Technical Inspection

C.4.1. A limited technical assessment on selected year M1A2 tanks was conducted by a joint team of Government and Contractor personnel under DAAE07-01-G-N001/0007. This assessment provided current configuration and condition of each vehicle. The Government shall be responsible for replacing any missing or repairing any non-conforming LRUs/SRUs on 16th, 17th and 18th year inducted tanks provided to the Contractor or its suppliers for upgrade or refurbishment.

C.5. CONFIGURATION CONTROL

C.5.1. The Government shall be notified electronically of any proposed Contractor change that shall negatively affect meeting a vehicle's performance requirements under Provision C.2. above or that lowers the demonstrated performance of the LRU Product Fabrication Specifications listed in Attachment 003. Any changes reducing demonstrated performance of the LRU Product Fabrication Specifications listed in Attachment 003 may be disapproved by the Procuring Contracting Officer within 10 working days after electronic notification of the proposed Change. The Contractor is to FLAG these ECP/CR/RFW/RFD requiring Procuring Contracting Officer approval with a distinct COVER PAGE/electronic NOTICE in accordance with data item A002 DD Form 1423.

C.5.2. Contractor RFD/RFW to Government configuration controlled items listed in Clause C.2.2 of BOA DAAE07-01-G-N001 require TACOM Contracting Officer (PCO) approval unless specifically delegated. These RFD/RFW shall be submitted to the PCO in accordance with CDRL A002 of this Delivery Order. The Contractor is to FLAG these ECP/CR/RFW/RFD requiring Procuring Contracting Officer approval with a distinct COVER PAGE/electronic NOTICE.

C.5.3. Incorporation of Government ECPs into vehicles at other than job #1 shall be recorded and reported to the Government in accordance with data item A003 DD Form 1423, Exhibit A of the Contract entitled ENGINEERING ACCOUNTING and ENGINEERING RECORDS (ECAR).

C.5.4. When a SEP/CEEP production waiver or deviation is issued and authorized for a new part number being utilized in the reclamation process, the new part number-authorizing document is valid coverage for usage in the reclaimed component. No other document need be generated.

C.5.5. When a SEP/CEEP production waiver or deviation is authorized for a production LRU base part, for purposes of this contract, the corresponding reclaimed manufacturing designated part number (base + S-18 suffix) shall be authorized. No other document need be generated.

C.6. VEHICLE PAINT COLOR

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C.6.1. The vehicle shall be painted TAN A686 Color Chip No. 33446 of Fed-STD-595.

C.7. FUEL AND LUBRICANTS

C.7.1. Fuels and lubricants used for vehicle break-in and acceptance tests shall be as set forth below.

C.7.2. Fuel, JP-8, MIL-DTL-83133, NATO Code No./Grade F-34 (JP-8) or equivalent. The contractor is authorized to add a leak detector to the fuel provided the leak detector is of a non-staining type.

C.7.3. Oil.

- a. Transmission/Final Drive Oil MIL-PRF-21260 Grade 30
- b. Engine Oil/Lubrication High Temperature Stability (HTS) MIL-PRF- 23699 Class HTS
- c. Shock Absorber Oil MIL-PRF-23699 Class HTS or C/I

C.8. SYSTEM SPECIFICATION IMPROVEMENTS

The Contractor is responsible for meeting demonstrated System Specification performance of vehicles under this Contract in accordance with C.2. above. Should the Government desire to improve System Specification performance of any vehicle under the Contract over that performance previously demonstrated, that may be accomplished by:

- a. Testing to prove that the current vehicle meets a higher level of System Specification performance than previously demonstrated. Should a higher level of performance be demonstrated, then that level of performance will replace the previous level.
- b. Funding the Contractor to increase the performance level of the production vehicle by a running change under the "Change" clause.

C.9 VEHICLE WEIGHT MANAGEMENT

C.9.1. The Contractor shall weigh one vehicle as produced in its "as produced" configuration, excluding Basic Issue Items (BII). The Contractor shall maintain a record of that weight. The record shall include the amount of fuel in each cell as indicated on the fuel gauge and list "ship short" items.

C.9.2. Notification of weighing shall be provided to the Government in sufficient time to allow a LATP Quality Assurance Government representative to be present.

C.10 PULL TEST, RUBBER BONDING

C.10.1. Certain installation drawings call out a pull test on rubber bonded items during assembly operations. These tests will not be made due to the destructive nature of the test. In lieu thereof, a laboratory test coupon/specimen will be utilized for each lot of adhesive received to test the application of the adhesive."

C.11 PASSIVATION SPECIFICATION

C.11.1. The substitution of Passivation Specification ASTM-A380 or ASTM-A967 for AMS-QQ-P-35, for passivation of corrosion resistant steel, is authorized on an as required basis.

C.12. WELDING AND BRAZING

C.12.1. Welding of armor steel will be performed in accordance with Specification SD-X12140 or MIL-STD-1941 and applicable weld procedures. Suggested welding techniques not described as mandatory in the specification/welding procedures shall be considered optional.

C.12.2. Repair of welds for defects on armor steel plate will be performed per SD-X12140 and for Class C defects on armor steel castings per Appendix B MIL-A-11356, SD-X12140 and applicable welding procedures.

C.12.3. Repair of vendor weldments on ferrous and non-ferrous metals will be performed per applicable specifications or Contractor's approved repair procedures.

C.12.4. Welding Wrought Aluminum Armor will be performed per Specification MIL-STD-1946 or, applicable, MIL-W-45206.

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C.12.5. In the interest of eliminating redundant welding qualifications and/or procedure approvals for contractor personnel or suppliers, the Contractor is authorized to waive qualifications and /or procedures approvals otherwise required under this contract if its personnel or suppliers have been qualified or have procedure approvals under other DOD or Government approved welding specifications that meet or exceed the requirements under this contract. Qualified suppliers are those suppliers that have successfully passed Quality or First Article Testing under this Delivery Order or another Government contract where there has not been a break in production. If a supplier is performing to a equivalent or higher quality specification than that called out in this Delivery Order the contractor is authorized to waive the lower quality specification.

C.12.6. The contractor shall be responsible for all welding process approvals (procedures, samples, etc.) in accordance with the Contractor's approved Quality Program.

C.12.7. With regard to all welding specifications, visual weld inspection will be performed in accordance with SD-X12140D.

C.12.8. Welding procedures that require Government approval by the applicable specification shall be approved by the Contractor.

C.12.9. Soldering shall be in accordance with either MIL-STD-2000A, TACOM soldering process specification 11655194, ANSI/J-STD-001A or other commercial soldering standards with the contractors approval.

C.12.10. With regard to all welding specifications and standards, the following statement applies:

If joint configuration, weld process, or materials have not changed then previously submitted and accepted ballistic test samples, workmanship specimens, and welder qualifications under the applicable qualification requirements of welding specifications SD-X12140, MIL-STD-1261 and MIL-W-45206 are applicable.

C.13. SCOPE OF WORK - Production of 16th Year Vehicles

C.13.1 M1A2 Inductions At ANAD

C.13.1.1. ANAD will receive vehicles, remove turrets & disassemble hulls and turrets, clean and evaluate inducted vehicles. ANAD will, to the extent practical, team with the contractor to inspect inducted vehicles and established safety and environmental protection procedures. GDAO will ship components (Attachment 004) for refurbishment to the reclaim sites described in the contractor's GDLS 16th, 17th and 18th year parts listing workshare document and ANAD will refurbish the turret, hull, cannon, engine, transmission and final drive at ANAD and ship the balance of the components. The GDLS/ANAD workshare agreement, in accordance with the Contractor's letter MPA 03-0203, TBD is incorporated into this contract by reference.

C.13.2. Disassembly of M1A2s

C.13.2.1 Disassembly: ANAD will disassemble the tank, and ANAD and the Contractor shall disassemble all components in accordance with the intent of accepted Government TMs, DMWRs and/or Contractor procedures.

C.13.2.2 Disposal: The Government will provide disposition instructions for all items removed from vehicles that are determined to be unusable using existing ANAD and Contractor disposal procedures. Packaging, crating, handling and shipping costs will be authorized in accordance with provisions B.4. and B.5. The Government will provide any required specialty containers required for such shipments.

C.13.3 Use "As Is":

C.13.3.1 ANAD will disassemble the vehicles and will remove all components, except for armor. ANAD and the Contractor shall disassemble components deemed reusable and shall clean, paint, modify as necessary, reassemble, inspect, and reinstall them. The components that ANAD will refurbish are indicated in the contractor's LATP 16th, 17th and 18th year parts workshare listing document by "ANAD" in the "Reclaim Site" column.

C.13.3.2 ANAD will transport 'use as is' and refurbished components that it has refurbished to LATP while GDAO will transport other components (Attachment 004) requiring upgrade by the Contractor and its suppliers back to the appropriate facility.

C.13.4 Assembly of Production SEP/CEEP Vehicles at LATP

C.13.4.1. The Contractor shall assemble GFM components ("use as is" and refurbished) received from ANAD, contractor furnished material, both new and refurbished, and Government Furnished Material (GFM), both new and refurbished, to upgrade the inducted M1A2 tank into a like new M1A2 SEP tank.

C.13.4.2 The Contractor shall also add turret side armor in the latest configuration, make accommodations for the Under Armor Auxiliary Power Unit (UAAPU), perform vehicle and systems testing, integrate SEP unique LRUs, perform tests and adjustments as well as prep and load shipments of completed M1A2 SEP/CEEP tanks.

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C.13.5. Government Furnished Material:

GFM for the 16th, 17th and 18th year vehicles is listed on Attachment 001.

C.13.6 Parts Support

C.13.6.1. The contractor shall furnish all material (not provided by ANAD and GFM) required by ANAD in accordance with ANAD's required delivery dates necessary to refurbish its pieces and components including those identified 'drop out' quantities on refurbished components. Part requirements will be defined through the list of materials to be procured for Anniston Army Depot as referenced in Bill of Material 16/17/18SEP/CEEP \_ANAD DROPOUT\_D TBD. However, the Contractor is not required to provide any material for ANAD to either refurbish or replace the cannon, engine, transmission. ANAD shall, by thirty (30) days after contract award, provide the Contractor a delivery schedule identifying what parts will be required and when the parts will be required. The Contractor agrees to cooperate with Anniston Army Depot to purchase and provide the list of materials to meet the ANAD schedule.

C.13.6.2. In the event that any material the Contractor requires is no longer being produced by any of GDLS' subcontractors or is otherwise not available within allowable lead times, the Contractor is authorized to purchase this material from the Government Supply System. GDLS shall procure material as needed by first obtaining authorization from the ACO. The ACO shall negotiate an adjustment for any material from the Government Supply System to be sold to the Contractor.

C.13.6.2.1. Anniston Manufacturing Responsibility. For production of these vehicles, Anniston Army Depot will provide the following GFM:

Part Number	Item
12528312	Bore Evacuator
12529685	Handle
12529532	Cap, Contact
12529570	Contact Pin Assembly

C.13.6.3. In the event that any material provided to the Contractor by the Government is found to be unusable, it is Government's responsibility to replace / repair the unusable component.

C.13.6.4. The contractor is authorized to ship parts under any of the Delivery Orders under DAAE07-01-G-N001 in a single shipment.

C.14 Pollution Prevention Plan and Environmental Requirements

C.14.1. The contractor's activities under this contract shall be in accordance with the Contractor's approved Pollution Prevention Plan, which is incorporated into this contract by reference.

C.15 Contract Data Requirements

The Contractor shall prepare technical data and financial reports in the format and scope specified and furnished with the Contract Data Requirements List, DD Form 1423 (Exhibit A). This information will be furnished in accordance with the requirements, quantities and schedules set forth in the Electronic Contract Data Requirement List. All data, including ECARDS data, is to be submitted electronically to the Government, reference FAR 52.204-4009 (TACOM) MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999, unless specifically directed otherwise in the data item.

All Terms and Conditions specific to Section C of the Basic Order Agreement (DAAE07-01-G-N001) are incorporated by reference into this Delivery Order DAAE07-01-G-N001/TBD.

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SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

SECTION D  
PRESERVATION/PACKAGING/MARKING

D.1. PRESERVATION/PACKAGING/PACKING

D.1.1. ABRAMS SERIES TANKS. The Abrams Series Tank Vehicles shall be preserved and processed for shipment with drive-on/drive-off capability in accordance with SD-X10005; and as delineated in Abrams Systems Security Classification Guide dated 25 July 1997.

D.1.1.1. Batteries - Vehicles will be shipped with production batteries installed and with all required hardware attached, but not connected to the battery posts. Battery and electrolyte shall be in conformance with the requirements of SD-X10005, par 3.10.2.

D.1.2 Special Containers

No special reusable containers will be procured under this contract. Special containers used for the shipment and storage of GFM shall be promptly returned to the place of origin or location(s) specified by the ACO at Government expense. Special Containers include, but are not limited to the following:

- |  |                          |
|--|--------------------------|
| Metal Racks for Gun Tubes                            | Gun Mount Racks          |
| Metal containers for AGT 1500 Engine                 | Metal Skids for X1100-3B |
| ISOPOD Containers for Hughes Fire Control Components |                          |

The Terms and Conditions and contract clauses specific to Section D of the Basic Order Agreement (DAAE07-01-G-N001) are incorporated by reference into this Delivery Order DAAE07-01-G-N001/TBD with the exception of the following:

D.4 SPECIAL CONTAINERS FOR ABRAMS DERIVATIVE VEHICLE COMPONENTS

\*\*\* END OF NARRATIVE D 001 \*\*\*

**Name of Offeror or Contractor:**

## SECTION E - INSPECTION AND ACCEPTANCE

## SECTION E

## INSPECTION AND ACCEPTANCE

E.1. INSPECTION POINT: ORIGIN

Procurement Quality Assurance Inspection as to conformity of the supplies with the applicable drawings and specifications and inspection of the supplies for conformity with the applicable preservation, packaging, packing and marking requirements shall be made at the following locations:

M1A2 SEP/CEEP Vehicles, -- Lima Army Tank Plant,  
Lima, OH 45804

E.2. ACCEPTANCE POINT: ORIGIN

Acceptance of supplies by the Government shall be made at the origin address shown in E.1. above.

### E.3. INSPECTION RECORDS

Inspection records (hard copy, computer/electronic data or microfilmed in accordance with FAR 4.706) of the examinations and tests performed by the Contractor shall be kept complete and available to the government for a period of four (4) years following the final delivery.

#### E.4. DRAWINGS FOR FINAL VEHICLE/ITEM INSPECTION

E.4.1. DRAWINGS FOR INSPECTION: The Contractor shall make available to the Government inspector at the time of final vehicle/item inspection, legible drawings and printed specifications to which the vehicle/item was manufactured. These drawings and specifications shall be annotated to the latest revision incorporated therein. Electronic access to drawings and specifications contained in the contractor's ECARDS and CMCS systems satisfies the requirements of this provision.

E.4.2. SELECTION OF SAMPLES: Selection of samples for all vehicle functional tests will be accomplished by the Contractor with LATP Government (Quality) concurrence.

E.5. GOVERNMENT FURNISHED MATERIAL (GFM)

E.5.1 All items of GFM are provided elsewhere under this contract. (Reference Attachment 001) The Contractor shall report any deficiencies discovered on this GFM to the Government. Such deficiencies shall be reported by the Contractor utilizing his standard Defective Government Material (DGM) format in accordance with DID DI-QCIC-80736, Exhibit A. (Reference Provision B.4.)

E.6. SEP/CEEP FAT.

E.6.1. In the spirit of acquisition streamlining and partnering with industry, the Government and the Contractor will meet to discuss FAT program status, corrective action efforts, and reporting.

E.6.2. First Article Approval is defined as contractor approval of a test report which addresses all of the requirements of the Technical Data Package (TDP) for all assemblies and subassemblies, components, and parts which by specification, production function/fabrication specification or Quality Assurance Requirements (QAR)/Quality Assurance Provisions (QAP) require environmental, endurance, or durability testing for the component tested. The Contractor shall submit test reports for informational purposes to the Government in accordance with DD Form 1423 CDRL A006.

E.6.3. The Contractor shall manage a First Article Test Program, including authority to approve FAT Test Reports, for all assemblies, components and parts consistent with the requirements of the vehicle/component Technical Data Package. The contractor shall generate a list of proposed candidates (LRU's and SRU's) with the proposed degree (Full and Tailored) of FAT based on when the candidate was last tested, Quality history (FAT, Control Test, and Plant Performance Data) and Field performance Data. The list of proposed candidates with proposed degree of FAT and their basis for proposal shall be jointly reviewed with the Government in an IPT environment and concurrence or non concurrence provided by the Government to the contractor's recommendations for FAT's to be performed.

It is the Contractor's responsibility to identify and determine the scope of the first article testing to be performed. Such specification or QAR/QAP will be limited to those called out on a drawing listed in the TDP/Engineering Release Record (ERR) cited in this contract. The Contractor shall pass this requirement on to its subcontractors or vendors. The Contractor shall perform the planned Component FAT listed in Attachment 007.

E.6.4. In order to protect the production schedule, the Contractor may, at its own risk, release items to production prior to receipt

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of First Article Approval. In the event any items are released to production prior to receipt of First Article Approval, such release shall in no way prejudice the Government's rights under this provision. The Contractor shall maintain records that allow all non approved items to be identified to the structures in which they were installed.

E.6.5. EFFECT OF A CHANGE ON AN APPROVED ITEM. If at any time after the Contractor has issued First Article Test approval for an item, the Contractor, a subcontractor, or a vendor changes either a design, the manufacturing or assembly process, the manufacturing or assembly location, or the source of supply; the Contractor shall determine the extent of retest required and shall perform such retest at no additional cost to the Government. Where retest is necessary that test shall be conducted in accordance with the applicable specification or QAR/QAP except where such requirement is modified and/or waived by the Contractor.

E.6.6. APPROVAL. The contractor shall issue First Article Approval for all assemblies and subassemblies, components, and parts which by specification, production function/fabrication specification or Quality Assurance Requirements (QAR)/Quality Assurance Provisions (QAP) require environmental, endurance, or durability testing. Such specification or QAR/QAP will be limited to those called out on a military drawing listed in the TDP/Engineering Release Record(ERR) cited in this contract. The contractor shall pass this requirement on to its subcontractors or vendors

E.6.7. EFFECT OF WITHHELD ACCEPTANCE. If the Government withholds acceptance of tank systems pursuant to E.6.13, the following will apply:

- a. The Government will continue to support production including inspection except inspection of loading, blocking, and bracing on flatcars.
- b. The Government will permit storage of completed tanks at LATP without charge to the Contractor for the storage space.
- c. The Contractor shall have the option to continue production, halt production, or curtail production, but any impact on production shall not be a basis for a Contractor asserted right to an equitable adjustment under the contract.

E.6.8. SELECTION OF TEST ITEMS. The contractor shall perform First Article Test (FAT) on all items in Attachment 007. With the exception of those items, selection of units to be tested shall be accomplished by the Contractor. All FAT samples must be manufactured at the facility in which that item is to be produced under this contract and be representative of the production process.

E.6.8.1. The items to be used for FAT shall be selected from the first five (5) units produced for the applicable production CLIN, except that if the Contractor or supplier is in production of the identical item under other production contracts, the first article may be selected from any lot of five units.

E.6.9. TEST MONITORING. FATs may be monitored by the Government at their discretion. The Contractor shall provide to the Government Quality Assurance Representatives (DCMDE-RQT), at the time of placement, or as soon as possible thereafter, but not later than 5 working days prior to the test start, a copy of the contract or purchase order or inter-company order which requires such tests to be performed. The document shall identify the test facility for vendor supplied components to be tested by the Contractor.

E.6.10. The use of FATs from Spares contracts to satisfy the requirements of production FATs may be considered by the Contractor. Any differences between the spares and production configuration must be minor.

E.6.11. REPRESENTATIVE TESTING. If the Contractor, a subcontractor or vendor produces an assembly which has a First Article requirement and that assembly has subassemblies, components, or parts, which also have a First Article requirement, then the First Article requirement for the subassembly, component, or part will be considered met in the performance of higher assembly testing. However, any environment testing required for the subassembly, component or part not so tested will be separately tested.

E.6.11.1. If the Contractor, subcontractor, or vendor produces more than one (1) type of component subject to the same specification (e.g., wiring harness assemblies, tubes, fittings, etc.) and the manufacturing and assembly processes are similar for all types, then the requirement for component FAT may be satisfied on each type by subjecting one (1) representative type to the required testing. Any test failures on the representative part number shall be considered to be a failure on all other part numbers unless evidence is provided by the Contractor that the failure is unique to the part number tested.

E.6.11.2. Where E.6.11. or E.6.11.1. are applicable, all documents pertinent to the FAT (e.g., purchase orders, Requests for Waiver/Deviation, ECPs, Flash Reports, test reports, etc.) shall identify the part number tested and all part numbers which are represented by the test or which have test requirements satisfied by the higher assembly testing.

E.6.12. FLASH REPORTS. In the event of a test incident, the Contractor shall provide notification and Flash Reports, for informational purposes only, in accordance with DD Form 1423 CDRL TBD. The applicable Flash Reports shall be updated with the results of the failure analysis and applicable corrective action (e.g., the incident resulted from a testing error, test equipment problem, etc.; the failure was random as verified by additional testing; the failure identifies a design deficiency for which the supplier/contractor is not responsible; or corrective action has been taken and verified).

E.6.13. EFFECT OF DELAYED FAT ON ITEMS CLASSIFIED AS MISSION CRITICAL OR SAFETY RELATED.



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Vehicle acceptance may be curtailed at the discretion of the Contracting Officer upon notification by the Contractor or the Government that a test incident involves issues categorized as either mission critical or safety related in accordance with OT-91-12221. The Contractor shall expedite failure analysis and shall present the results to the Contracting Officer for concurrence. Vehicle acceptance may resume if it is determined by the Contracting Officer that:

1. An actual failure has not occurred.
2. The failure was random as verified by additional testing.
3. Corrective action has been taken to eliminate any deficiency or the mission critical/safety aspects of any such deficiency.
4. The Contractor does not have responsibility for the failure.
5. It is in the best interest of the Government to continue acceptance.

E.6.13.1. CONTRACTOR LIABILITY FOR FAILURE. Contractor responsibility for failure under this provision shall be limited to material, workmanship, and warranted design. The Contractor shall promptly take corrective action to eliminate any deficiency for which it is responsible.

E.6.13.2. If the Government has the right to withhold acceptance of tanks under ProvisionE.6.13. but elects to continue acceptance, the Government shall be entitled to timely correction of deficiencies in material, workmanship and warranted designs in items for which a FAT approval has not been issued, at no further cost to the Government. For vehicles which either 1) have yet to be offered for acceptance or 2) vehicles which have been accepted but not shipped such correction shall include removal of deficient components installed into vehicles and reinstallation of approved components. In the event the Government elects to make its own correction of any deficiencies after delivery (DD250) it shall be entitled to an equitable adjustment of the contract price.

E.6.13.3. The Contractor has an affirmative obligation to provide notice to the Government, prior to offering vehicles for acceptance, of either, 1) the fact that a First Article Test has not been completed or 2) notice of an issue/incident that occurs during testing. In the event that the Contractor provides such notice prior to vehicle acceptance paragraph E.6.13. applies. In the event that the Contractor fails to provide such notice prior to vehicle acceptance or shipment it shall be liable for any additional costs (exclusive of any costs for redesign except as provided in Clause H.8, Warranty) associated with a field correction of deficiencies disclosed by a FAT for vehicles accepted prior to the receipt of such notice. For purposes of this paragraph submission of Flash Reports in accordance with DID OT-91-12221 is considered notice to the Government.

**E.6.14. COMPONENT CONTROL TESTS**

E.6.14.1 Where the Contractor conducts control testing of components, the Contractor shall provide Flash Reports for informational purposes only, in accordance with CDRL A007 of the Delivery Order DD 1423 Contract Data Report List. The applicable Flash Report shall be updated with the results of the Contractor's failure analysis and applicable corrective action.

E.14.2 If The Contractor, a subcontractor, vendor or supplier produces an assembly which has subassemblies, components, or parts which also have a control test requirement, then the control test requirement will be considered to be met in the performance of higher assembly testing. However, any environment that is required and not so tested will be separately tested.

E.14.3. If the contractor, subcontractor or vendor produces more than one type of component subject to the same specification (e.g. Remote Power Controller (RPC's), Connectors, etc.) and the manufacturing and assembly processes are similar for all types, then the requirement for the component control test may be satisfied on each type by subjecting one representative type to the required testing. Any test failures on the representative part numbers shall be considered to be a failure on all other part numbers unless evidence is provided that the failure is unique to the part number tested.

E.14.4. When a quantity of units in manufacture (i.e., the production run or order quantity) is either equal to or less than one (1) lot size, as defined within the TDP, then only one (1) Control Test will be performed. When such quantity of units is greater than the lot size, then an additional Control Test shall be performed for fractional portions of a lot only when the fractional portion is half or more of the lot size.

E.14.5. In the event of an incident classified as mission critical or safety related, vehicle acceptance may be curtailed at the discretion of the ACO pursuant to provision E.6.13.

E.14.6. The contractor shall be responsible for the timely resolution of any test incident. Corrective action shall be implemented, if applicable, and verified through testing as specified in the TDP or as otherwise modified and/or waived by the Contractor.

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E.6.15 The contractor shall conduct FAT and combined Qualification/FAT (Qual/FAT) testing of the SEP/CEEP components identified on Attachment 007, "First Article and Qualification/First Article Test List."

E.6.16. Contractor responsibility for failure during a combined Qualification/First Article Test under the combined Qualification/First Article Testing Program (Attachment 007) is limited to materials and workmanship. Where the failure is due to design, the Contractor should request authority on a case-by-case basis to correct and redesign the component under the Government/GDLS Systems Technical Support contract. Authority to proceed with such redesign work will be given on discrete STS work directives. Direction for any hardware implementation of the redesign under the Production Contract shall be provided pursuant to the "Changes" clause. Contractor responsibility for failures under a FAT shall be the same as provided for in E.6.13.1 above.

**E.7. FINAL INSPECTION/ACCEPTANCE**

**E.7.1. M1A2 TANK FINAL INSPECTION/ACCEPTANCE**

E.7.1.1. The Contractor shall perform Final Inspection on M1A2 SEP/CEEP AUT vehicles to the FIR for Prime Item Product Fabrication Spec SC-SA10010, Rev. TBD, dated TBD pursuant to provision C.2., Conformance with Specification, Drawings and Requirements.

E.7.1.1.1. Pursuant to provision C.3., Contractor Configuration Management (CM) software may be used for vehicle acceptance.

E.7.1.2 Deficiencies disclosed during inspection by the Contractor shall be described in the acceptance documentation package. The Contractor shall submit a completed and certified copy of the FIR to the Government Inspector with each end item inspected and offered for acceptance by the Government.

E.7.1.3. If, for any reason, the Contractor determines that the FIR is not appropriate for final inspection of the end item, the Contractor must obtain written approval from the Contracting Officer prior to using any other form for this purpose.

E.7.1.4. If, for any reason, the Contractor determines that a vehicle or other deliverable does not meet the performance requirements for that vehicle or other deliverable, as described in Section C.2., the Contractor shall immediately notify the PCO, ACO, and the Program Management Office. Where the contractor is responsible for corrective action, the Contractor shall submit to the Program Management Office a written, reasonable, recommended corrective action plan within forty-five (45) days, or such other period as may be mutually agreed. The Contracting Officer shall, within thirty (30) days after receipt of the Contractor's redesign plan or corrective action plan, either accept or reject the plan. If the Government accepts the plan, the Contractor will proceed with the corrective action at the Contractor's expense. If the Contractor's recommended plan is determined to be inadequate, the Contractor shall be informed of the extent of the inadequacies and shall submit a revised recommendation within thirty (30) days after receipt of such information.

**E.8. VEHICLE LEVEL CONTROL TEST REQUIREMENT**

E.8.1. Vehicle level control tests shall be performed at a frequency of one vehicle per two months of production as prescribed in E.10.1 below. The contractor shall ensure that every other vehicle subjected to the bimonthly test will be from this Delivery Order TBD. A record of test results shall be maintained and provided to the PCO on a monthly basis.

E.8.2. If a failure occurs during testing, all vehicles under this contract will be tested (for the failed control test characteristic(s) only) from the month in which the failure occurs and all vehicles will be tested from the following month's production (for the failed control test characteristic(s) only) until no failure occurs, at which time tank level control tests will go back to one tank per two months.

**E.9. VEHICLE CONTROL TESTING**

E.9.1 For the duration of this delivery order, vehicle level control tests shall be performed at a frequency of one vehicle per two months of production.

E.9.2 If a failure occurs during testing, five vehicles will be tested (for the failed control test characteristic(s) only) from the month in which the failure occurs and five vehicles will be tested from the following month's production (for the failed control test characteristic(s) only) until no failure occurs, at which time vehicle level control tests will go back to one vehicle tested per two months production.

\*\*\* END OF NARRATIVE E 001 \*\*\*

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-03-R-N216      MOD/AMD</p>	<p style="text-align: center;"><b>Page 19 of 69</b></p>
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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-4022 (TACOM)	DELIVERY SCHEDULE	MAY/2000

- (a) DEFINITIONS:
- (1) CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.

(2) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(3) DELIVERY is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.
- (b) The Government's proposed delivery schedule is:

<u>CLIN</u>	<u>DAYS</u>	<u>QUANTITY</u>
	-1-	
- (c) If the successful offeror is granted a waiver of the First Article Test requirement, as contained in Section E, the proposed delivery schedule in the resulting contract shall be accelerated by -2- days, to reflect the removal of leadtime originally included in the delivery schedule to provide for manufacturing, testing, and approval of the first article.
- (d) You can accelerate delivery: -3-
- (e) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.
- (f) CONTRACTOR'S PROPOSED SCHEDULE:
- (1) I WILL START DELIVERIES \_\_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.

(2) I WILL DELIVER A QUANTITY OF \_\_\_\_\_ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF \_\_\_\_\_UNITS EVERY 30 DAYS.

[End of Clause]

F-2	52.211-16      VARIATION IN QUANTITY	APR/1984
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- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
- (b) The permissible variation shall be limited to:

\_\_\_\_\_ZERO\_\_\_\_\_ percent increase; and

\_\_\_\_\_ZERO\_\_\_\_\_ percent decrease.
- (c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

**Name of Offeror or Contractor:**

F-3	52.247-4017 (TACOM)	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES	JAN/2001
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Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001
875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

\*\*\*SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

## SECTION F

## DELIVERIES OR PERFORMANCE

F.1. DELIVERY SCHEDULE FOR SEP RETROFITTED M1A2 SERIES ABRAMS TANKS - (QTY 129)

F.1.1. Production M1A2 SEP/CEEP shall be delivered in accordance with this schedule at LATP.

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SEP PRODUCTION M1A2/CEEP CLIN 0001AA  
2005  
JAN FEB MAR APR MAY JUN JUL AUG  
4 4 4 6 7 7 6 5 TOTAL: 43

SEP RETROFITTED M1A2 AUT OPTION CLIN 0003AA  
2005-2006  
AUG SEP OCT NOV DEC JAN FEB MAR APR MAY  
4 10 10 10 8 9 9 9 9 6 TOTAL: 86

F.2. GFM REPORTING

F.2.1. Report is to be delivered in accordance with DD Form 1423, Data Item Number A005 and Attachment 002.

F.3. ADVANCED ACCEPTANCE

F.3.1. Advanced delivery of M1A2 SEP/CEEP Retrofit vehicles under this contract is authorized providing there are no tank inspection and acceptance issues or conditions pending, and tanks presented for advanced acceptance are loaded, blocked and braced on railcars prior to month end of the month the M1A2 SEP/CEEP Retrofit vehicles are presented for acceptance. The ACO retains authority to direct the Contractor to load, block, and brace an advanced accepted vehicle or vehicles on a flatcar prior to month end at no additional cost to the Government. Advanced acceptance under this contract relieves the Government from any and all claims resulting from failure to provide DODX rail cars for this contract or any other contract requiring DODX rail cars, to the extent that advanced acceptance contributed to a shortage of DODX rail cars. If GFM railcars are not available, advanced acceptance of tanks is not authorized. In the event the vehicle is subject to conditional acceptance, the vehicle shall not be advanced accepted. This advanced delivery of M1A2 SEP/CEEP Retrofit vehicles is limited to one (1) month in advance of the required delivery schedule provided there is no impact to GFM deliveries nor any claim by the Contractor for late GFM related to tank delivery acceleration.

F.4. Government Bills Of Lading And Other Routing Instructions

F.4.1. The Contractor shall request (i) Government Bills of Lading and routing and other instructions, including Military Standard Transportation and Movement Procedure (MILSTAMP), as to the methods of shipment to be followed by the Contractor or (ii) authorization to ship on Commercial Bills of Lading to be converted to Government Bills of Lading at destinations from Transportation Office, administering DCMDE-GJQB, ten days in advance of the date of which material is made ready for shipment. Appropriate forms for said requests will be furnished by DCMDE-GJQB to the Contractor. The Contractor shall prepare and address said forms as directed by the Contracting Officer or his duly authorized representative.

F.5. Shipping Instructions

F.5.1. Shipping instructions for the delivery order end items will be provided by the Contracting Officer 60 days in advance of the shipment date. Revised, amended, or final shipping instruction will be provided to the Contractor by the ACO no less than ten (10) days prior to the shipment date.

F.6. Instructions For Use, Preparation, And Distribution Of DD Form 250 Material Inspection And Receiving Report (MIRR)

F.6.1. Use of DD250.

F.6.1.1. Following inspection and acceptance of the completed contract end items, including loading, blocking, and bracing, a Material Inspection and Receiving Report (DD 250) will be promptly executed by the Government. If complete shipping instructions, suitable US Army flat cars, and/or Government Bill of Lading information are not available, a DD250 providing for "no physical movement acceptance" will be promptly executed. Upon receipt of shipping instructions, flatcars, and/or GBL information, a "corrected copy" Material Inspection and Receiving Report will be executed and appropriate distribution made.

F.6.1.2. Alternate Loading. Due to the low number of vehicles being delivered, the following alternate loading scheme may be used by the Contractor. Following inspection and acceptance of the completed delivery order end items after preparation, but prior to loading, blocking, and bracing, a MIRR (DD250) will be promptly executed by the Government. Vehicles will be loaded, blocked and braced during the month sold, but in no case later than three (3) work days after month end. The ACO retains authority to direct the Contractor to load, block, and brace a vehicle or vehicles on a flatcar prior to month end at no additional cost to the Government in order to meet Government delivery requirements.

F.6.2. Preparation Of DD 250

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Name of Offeror or Contractor:

DD Form 250 shall be completed by the contractor in accordance with instructions contained at clause 52.246-7000 of the Department of Defense Federal Acquisition Regulation.

F.6.2. DD 250 (MIRR) DISTRIBUTION

The following addresses only should have one (1) each copy of the Material Inspection and Receiving Report distributed by the Contractor per DFAR 52.246-7000, as appropriate per location.

F.6.2.1. TACOM  
Heavy Combat Commodity Business Operations  
ATTN: AMSTA-LC-C  
Warren, MI 48397-5000

F.6.2.2. Lima Army Tank Plant  
ATTN: DCMDE-GJQB  
ATTN: Contract Administrator  
1155 Buckeye Road  
Lima, OH 45804

F.6.2.3. Lima Army Tank Plant  
ATTN: DCMDE-GJQB  
ATTN: Test & Acceptance QAR  
1155 Buckeye Road  
Lima, OH 45804

F.6.2.4. In accordance with DFAR 52.246-7000, distribution of the Acquiring Offices MIRR DD 250 shall be to the following address.  
  
U.S. Tank-Automotive Command  
Production & Industrial Base Management Group  
ATTN: AMSTA-AQ-P  
Warren, MI 48397-5000

The Terms and Conditions and contract clauses specific to Section F of the Basic Order Agreement (DAAE07-01-G-N001) are incorporated by reference into this Delivery Order DAAE07-01-G-N001/TBD

\*\*\* END OF NARRATIVE F 001 \*\*\*

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA  
SECTION G

CONTRACT ADMINISTRATION DATA

G.1. ADMINISTRATION TACOM (APR 1985)

- a. Procuring Contracting Officer (PCO). Pursuant to Paragraph 42.202(b) of the Federal Acquisition Regulation, the PCO has retained performance of the contract administration functions set forth in FAR Paragraphs 42.302(b)(4), (7) through (11) and 42.302(c) and all other approval and directional functions set forth in Sections C through I of this Contract.
- b. Administrative Contracting Officer (ACO). The administration of this Contract shall be performed by an ACO designated by the cognizant administration office. The administration of this Contract shall be performed in accordance with Paragraph 42.302(a) of the Federal Acquisition Regulation, and 42.302(b) (1) through (3), (5) and (6), except for changes in the scope of the Contract, which will be made only by the PCO.

G.2. RELEASE OF INFORMATION TACOM (APR 1991)

The contractor shall ensure that he complies with the requirements of Chapter 9 of AR 360-5 dated 31 May 89, Release of Information by Manufacturers, Research Organizations, Educational Institutions Holding Army Contracts, and Other Commercial Entities prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. A copy of AR 360-5 may be obtained from web address, <http://contracting.tacom.army.mil>.

G.3. CLIN PRICE CHANGE

- G.3.1. The prices of tanks and other deliverables negotiated under this Contract may be changed by ECPs, VECPs, Claims, and Credits. The total CLIN price may be changed by modification to the Contract as a result of one of the described actions. This clause provides the process for incorporating a unit price credit as a result of a change in the CLIN price.
- G.3.2. The negotiated unit price for tanks under CLINS TBD, will remain unchanged EXCEPT for the last vehicle to be delivered under that CLIN. The following table will be used by the Government and the Contractor to track Unit Price credits under a CLIN. The Contractor will bill the Government for the last tank under each CLIN by using the adjusted unit price listed below. As a result of Performance Based payments, should the Contractor owe the Government, the Contractor will pay the amount owed in accordance with the direction of the Administrative Contracting Officer.
- G.3.3. The following table indicates the unit price adjustment due to a decrease in a CLIN amount as described in G.3.1. above. If a CLIN is not listed, then that CLIN's unit price remains at the negotiated unit price.

Modification	\$ Adjustment	SubCLIN	PWD	U/P LAST TANK
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Changes to the prices of tanks as described in G.3.1. above shall apply to the U/P of the last tank of the CLIN to which the funds are deobligated. The last tank is always the last vehicle to be delivered under the CLIN. ECP, VECP, and claim adjustments will be handled separately.

G.4. BOA CLAUSES INCORPORATED BY REFERENCES

- G.4.1. General clauses in the Attachment 0001 of BOA DAAE07-01-G-N001, applicable to this Delivery Order are: R1.1, R1.2, R1.3, R1.4, R1.5, R2.1, R2.2.
- G.5. PAYMENTS
- G.5.1. Performance payments of any type do not apply to the CLINs entitled Damaged or Defective Government Material (CLIN TBD), Packaging, Crating and Handling (CLIN TBD), and Priority Shipment (CLIN TBD).
- G.5.2. The Contractor or Government may request a change to Performance Based Payments and/or the payment schedules in Exhibit C as a result of a change in the Scope of Work of the Delivery Order.

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**Name of Offeror or Contractor:**

G.6 Special Provision Contractor Performance-Based Payments (PBP), ref. FAR 52.232-32 Performance-Based Payments (May 1997)

TBD

\*\*\* END OF NARRATIVE G 001 \*\*\*



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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-2	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-3	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-4	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-5	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-6	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to [amsta-idq@tacom.army.mil](mailto:amsta-idq@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.  
[End of Clause]

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H-7	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250	MAR/2002
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(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

SECTION H

SPECIAL PROVISIONS

H.1. DEMILITARIZATION OF ITEMS

H.1.1. The Government shall provide demilitarization instructions as required.

H.2. SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) 252.219-7003 (APR 1996)

H.2.1. In furtherance of the Government's policy of promoting the development of small disadvantaged business enterprises, the contractor agrees to award subcontracts to such enterprises, as they are defined in the referenced clause to the maximum practicable extent consistent with efficient contract performance.

H.2.2. The Contractor's Small Business Subcontracting Plan, TBD, dated TBD, 2003 is incorporated into the Contract by reference.

H.3. CONTRACT - ORDER OF PRECEDENCE

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) the Schedule (excluding the specifications);

(b) representations and other instructions;

(c) contract clauses;

(d) other documents, exhibits, and attachments; and

(e) the specifications.

The specifications include the ERR.

Among the specifications, the following is the order of precedence for the Production M1A2 SEP/CEEP specifications contained in C.2.

- Any Interface Control Document referenced in the System Specification and Provision C.2.6.;
- System Specification;
- Prime Item Product Fabrication;

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**Name of Offeror or Contractor:**

4. LRU Specifications listed in Attachment 003
5. The ERR/Technical Specifications; and
6. Other specifications.

H.4 PROGRESS PAYMENT IMPLEMENTATION - Deleted

H.5. SYSTEMIC WARRANTY (M1A2 SEP/CEEP)

H.5.1. Definitions:

H.5.1.1. "Acceptance" is execution by an authorized Government Representative of a DOD Form 250 and means the act by which the Government assumes, for itself or as an agent of another, ownership of the identified supplies or recognizes completion of total performance specified in the Order.

H.5.1.2. "Supplies" are all new and refurbished SEP hardware, all M1A2 hardware upgraded to the M1A2 SEP configuration, commingled hardware identified in Provision H.7.2.4, and the installation and assembly of the foregoing hardware into M1A2 SEP Retrofit Tanks. The contractor is responsible for any defect or non-compliance with the essential performance requirements (see H.5.1.5) that is caused by these supplies except as limited by Provision H.5.9.3. The warranty rights and responsibilities of the Government and the contractor for the M1A2 hardware re-used without modification are set forth in DAAE07-01-G-N001/0003 and remain unchanged.

H.5.1.3. "Vehicle" is the Abrams Series Tank delivered with new or upgraded LRUs and SRUs under this Delivery Order.

H.5.1.4. "Failure" is any condition or characteristic in any supplies furnished under the Order, that is not in compliance with the requirements of the Order and authorized maintenance documentation.

H.5.1.5. "Essential Performance Requirement" is defined as delivered vehicles under warranty meeting the requirements in C.2., and C.3. of the order.

H.5.1.6. "Design and Manufacturing Requirements" are defined as those structural and engineering plans and manufacturing particulars, including precise measurements, tolerances, materials and finished product tests for the system being produced, as identified in H.5.1.5. above.

H.5.1.7. A "Warranted Design Item" is defined as an item of "supplies" in H.5.1.2., which:

- a) is introduced into the baseline configuration by a unilateral decision of the Contractor; or
- b) is introduced into the baseline configuration by a change to design, manufacturing, or software requirements embodied in an executed contract change order to the baseline configuration and which has satisfactorily completed the appropriate development and planned tests, as mutually agreed upon, by cognizant Contractor and Government technical personnel.

H.5.1.8. "Defects" are defined as:

a) Any condition or characteristic in "supplies" that is not in compliance with the requirements of the Prime Item Product Fabrication Specification, Tank, Combat, as defined in Section C.2.

b) "Defects" under the System Specification defined in Section C.2. are defined as specification non-compliance(s) resulting from the introduction of a warranted design item as defined in H.5.1.7. a) or b). For the purpose of this paragraph a specification non-compliance is a non-compliance to the system specification to the extent that the Contractor has achieved compliance as previously documented by the Contractor and/or Government test results as referenced in Section C.2. of this Order.

c) During this Order, a system level test may result in achievement of a characteristic which i.) was previously untested or ii.) confirms the correction to a known prior non-compliance. If any Warranted Design Item change is introduced subsequent to such test and the change degrades the newly demonstrated compliance, then the degradation will constitute a defect under this clause. This requirement will be applicable on a prospective basis.

H.5.1.9. The word "Defect" does not apply to known hardware non-compliance(s) in the current vehicle baseline as defined in section C.3. of this Delivery Order.

H.5.1.10. "Redesign" is defined as the remedy applicable to correct defective warranted design items when workmanship and material and manufacturing non-conformance have been eliminated as the cause of the failure or defect. "Redesign" applies to systemic defects only.

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H.5.1.11. "Systemic Defect" is a classification of failures which occurs, or may occur, with a frequency, pattern, or sameness to indicate a logical regularity of occurrence which exceeds expected failures and would justify multiple vehicle corrective action.

H.5.1.12. A "Production Lot" for this Order is the tanks produced under this Delivery Order.

H.5.1.13. "Appropriate development and planned tests," as it is used in H.5.1.7, is defined as development together with verification testing that is commensurate with the complexity of the subject change as mutually agreed between the parties. Verification testing may include component, subsystem, system and vehicle level testing, incorporating environmental, EMI, EMC, NBC and Nuclear Testing and any necessary vehicle level verification to include confirmation to the Prime Item Product Fabrication Specification, the System Specification, testing in accordance with the FIR and funded by the Government under the current STS contract. Software verification testing may include CSU Test, Integration Test, CSCI Test, Vetronic System Test, Quality Assurance Vehicle Test, Prime Item FIR Vehicle Test (at Lima Army Tank Plant), as well as Government Testing including User-conducted "Beta" testing. In the event that the Government fails to conduct any of the agreed upon testing the parties agree that any characteristic not tested shall not be warranted until such time as the Government funds and the Contractor successfully completes testing on that characteristic as defined in the appropriate test plan.

H.5.2. Coverage:

H.5.2.1. Notwithstanding inspection and acceptance by the Government of supplies furnished under this Order or any clause of this Order concerning the conclusiveness thereof, the Contractor warrants for the periods set forth herein that all supplies provided under this Order:

- a. Will be free from all defects in material and workmanship at the time of delivery that would cause the warranted items to fail to meet the requirements of this Order.
- b. Will conform to the design and manufacturing requirements set forth in Section C of this Order; and
- c. Will meet the essential performance requirements identified in Paragraph H.5.1.5. above.

H.5.2.2. The Contractor shall, to the extent the Contractor's suppliers customarily provide to customers a Greater Warranty covering specific supplies, provide such greater warranty as available for those specific components. The contractor is identifying such supplies and warranty terms under the Contractor/Government TAPS Contract.

H.5.3. Contractor Liability: The Contractor's maximum liability under this entire clause H.5 for the cumulative corrective action taken on supplies delivered under each CLIN shall be limited to the ceiling prices given below.

CLIN 0001: \$ TBD

H.5.4. WARRANTY FOR SYSTEMIC DEFECTS:

H.5.4.1. MATERIAL REPAIR/REWORK/REPLACEMENT: In the event the Government determines that a systemic defect exists in the warranted vehicles delivered under this contract, and such defect is determined to be the result of a breach of any of the warranties set forth in paragraph H.5.2 above, then the Contractor shall be liable for timely correction of such systemic defect(s) by repair, rework or replacement of the defective supplies. The Government shall provide reasonable evidence in support of each claim of systemic defect, and where necessary evidence of adequate testing of the warranted design items, to establish the nature of the defect at Government expense. Government expense shall include payment to the Contractor for locating and identifying any failed components in tanks which have been unconditionally accepted by the Government, when so directed to do so by the Contracting Officer.

H.5.4.2. REDESIGN: In addition to the remedy set forth in paragraph H.5.4.1. above, if such a systemic defect exists in a warranted design item, the Contractor shall be liable for redesign of such defective item including any testing required to validate/qualify the proposed redesign, any other effort normally associated with an ECP, provide the redesigned item for vehicles delivered with the defective item and incorporation of the redesign into remaining vehicles to be manufactured under this contract, at no increase in cost to the Government.

H.5.4.3. NOTICE OF A CLAIM: Any claim for correction of a systemic defect, including redesign effort, shall be invoked by the Contracting Officer giving notice to the Contractor within forty-five (45) days after the conditions evidencing systemic defect as set forth in this clause have been provided to the Contracting Officer. The Contractor shall have no liability under this warranty unless such notice is received within forty-five (45) days after completion of the applicable warranty period for systemic defects relating to workmanship and material, design and manufacturing requirements, essential performance requirements or warranted design items. Similarly, the Contractor shall have no liability for System Specification non-compliance unless the Contracting Officer documents with the notice of claim that the noncompliance was a defect as defined in H.5.1.8. The Contracting Officer's notification to the Contractor will include the applicable equipment serial number or the part number or the Federal Stock Number of the defective part, location of equipment to the best of the Government's knowledge, the circumstances surrounding the defect(s), evidence of adequate testing including

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appropriate test reports if not in the Contractor's possession for warranted design claims, and a point of contact to include phone number. The Government shall provide the Contractor at its request, all reasonably available test data related to a test report(s) provided in a claim, if the data is not included in the report(s).

H.5.4.4. The Contractor shall submit to the Contracting Officer a written reasonable recommended redesign plan or corrective action plan within forty-five (45) days, or such other period as may be mutually agreed, after receipt of the Contracting Officer's notice in accordance with H.5.4.3. The Contracting Officer shall, within thirty (30) days after receipt of the Contractor's redesign plan or corrective action plan, either accept or reject the plan. If the Government accepts the plan, the Contractor will proceed with the redesign effort or corrective action at the Contractor's expense. If the Contractor's recommended plan is determined to be inadequate, the Contractor shall be informed of the extent of the inadequacies and shall submit a revised recommendation within thirty (30) days after receipt of such information.

H.5.4.5. The Contractor upon receipt of a warranty claim will provide in the Contractor's format, the Government with warranty tracking data pertaining to the claim to the extent such data may be available in the Contractor's system.

H.5.4.6. If the initial and/or revised recommended redesign is reasonable and can be demonstrated to correct the systemic defect, but the Government directs an alternative design to be implemented, the Contractor shall be entitled to an equitable adjustment for any increased cost to the Contractor caused by implementing the Government's redesign rather than the Contractor's recommended design. In such an event, the Contractor shall have no continuing warranty obligation with respect to the Government directed redesign.

H.5.4.7. Where the Government funded tests for a warranted design item are not satisfactorily completed until after incorporation of the design change into the delivery order, warranty coverage shall commence when items incorporating the design change are initially incorporated into supplies, except that when the item configuration has been further changed as a result of test problems, warranty coverage shall commence when the item containing the configuration that satisfactorily completed the Government funded tests was initially incorporated into supplies.

**H.5.5. WARRANTY PERIOD:**

H.5.5.1. The warranty for material and workmanship for Systemic Defects shall extend from the date of acceptance of the upgraded M1A2 SEP/CEEP vehicle at LATP for a period of fifteen (15) months. If the contractor receives notice of a valid material or workmanship defect within this warranty period, the contractor shall correct such defect in all tanks in which it occurs within the unbroken production lot of the tank upon which notice was given.

H.5.5.2. The Contractor's responsibility for redesign of warranted design items delivered under this Order shall continue for a thirty-six (36) month period following first delivery of the component, part, or system software in a warranted vehicle.

**H.5.6. RIGHT TO EQUITABLE ADJUSTMENT:**

H.5.6.1. If, upon determination of a warranty claim as provided under H.5.4, the Government elects to repair the warranted items at Government expense, or if the Government elects not to require redesign, repair or replacement of defective or non-conforming warranted supplies to which it is otherwise entitled at Contractor expense under this warranty, the Order shall be subject to a downward equitable adjustment.

H.5.6.2. The amount of the equitable adjustment for repair/replacement of warranted supplies shall be the lower of the replacement cost or the agreed upon repair cost to the Contractor. The replacement cost shall be the amount originally charged to the Government in the Contractor's Bill of Material for the defective supplies plus Contractor mark-ups and profit (Component's price not cost). The Contractor shall forward payment quarterly for all warranty claims by the Government for money reimbursement, which were resolved during the previous quarter. Payment shall be sent to the Abrams PM Office, Plans and Program Branch (SFAE-ASM-AB-PP) with checks made out to "THE TREASURER OF THE UNITED STATES (SFAE-ASM-AB-PP)", with a list identifying the user's warranty claim number, date of the claim, amount of each, and Order number under which each claim arose. A copy of the list marked with the identifying check number shall be provided to the Contracting Officer concurrent with payment. The Order will be equitably adjusted in an amount equal to the payment.

**H.5.7. Field Maintenance Responsibility and Liability:**

H.5.7.1. Maintenance performed by Government personnel in accordance with published maintenance procedures, shall not void any coverage under this warranty and shall be at Government expense, including parts and labor.

H.5.7.2. There will be no voiding of warranty for use by the Government of MIL Spec Parts unless it can be determined that failure is caused thereby.

**H.5.8. Exclusions:** The provisions of this warranty shall not apply to any warranted supplies if failure has been caused by:

- a. Improper installation or maintenance by the Government.
- b. Operation contrary to the validated and verified Technical Manuals (TMs), design operating parameters, or other written

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instructions provided to and approved by the Government in such a way as to be a principal cause of the failure.

- c. Repair or alteration by the Government in such a way as to cause the failure.
- d. Misuse, neglect, or accident, including, but not limited to, fire or explosion.
- e. Participation in a combat mission or having sustained combat damage from a combat mission.
- f. Operation outside the specific installation and operating limits specified in Prime Item Product Fabrication Specification or System Specification operating parameters in such a way as to be a principal cause of the failure.
- g. Foreign object damage.
- h. Installation or operation in other than its intended use.
- i. Force Majeure, subversion, riots, vandalism, or sabotage, or fire or explosion induced by or originating from sources external to the warranty items.
- j. Damage attributable to improper packaging, crating, handling, or storage by the Government to the extent of said damage.

H.5.9. Disclaimers and Limitations:

H.5.9.1. Disputes arising under this Order shall be resolved in accordance with the clause of this Order entitled "Disputes."

H.5.9.2. This warranty is the only warranty applicable to the supplies delivered hereunder and is expressed in lieu of all other guarantees or warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Additionally, the Contractor shall not be liable for consequential damages resulting from a failure under this clause of supplies delivered hereunder.

H.5.9.3. With respect to Government-Furnished Materials (GFM), the Contractor's warranty including its warranty with respect to design shall extend only to proper installation in accordance with the TDP so as not to degrade its performance and/or reliability, unless the Contractor is required to perform modification or authorized repair on such property, in which case the Contractor's warranty shall extend to such modification or authorized repair.

H.5.9.4. Unless specifically provided under this contract, this warranty is non-transferable to other than the intended user of the vehicles.

H.5.9.5. The rights and remedies of the Government provided in this clause:

- a. Shall not be affected in any way by any terms and conditions of this Order concerning the conclusiveness of inspection and acceptance.
- b. Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this Order including, but not limited to, initial acceptance test criteria.

H.5.9.6. Individual claims where the total amount of systemic defect hardware replacement/repair prices are less than \$75,000 each will not be covered by this clause.

H.5.9.7. The Contractor shall not be liable for warranty claims if it is determined that the failed part(s) was provided by any source other than the Contractor.

H.5.9.8. The Government will provide the Contractor with reimbursement for reasonable and necessary expenses incurred for analysis, inspection and testing of alleged systemic defects where no failure is determined to have occurred and the warranty claim was asserted without reasonable cause.

H.5.9.9. The Government shall bear the costs and liability for transportation resulting from actions under this clause.

H.5.10. Bar Coding: If the Contractor elects to bar code parts or components, information collected pursuant to the Bar Coding system shall be made available to the Government upon request.

H.5.11. OTHER: The parties agree that the Order as awarded includes no direct cost for administration or contingent costs related to this warranty. The parties further agree that the Prime Contractor's own direct administrative or contingent costs related to warranty shall not be recoverable under any equitable adjustment made pursuant to the Changes clause of this contract.

H.6. MATERIAL COST

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H.6.1. The prices do not contain any costs for developing alternate sources for Government Source Controlled or WSMR (WSD) drawings in the Technical Data Package. Costs to develop an alternate source will be funded by the Government under another contract with an equitable adjustment to this contract, pursuant to the Changes Clause for incorporation of the resulting ECP.

H.6.2. To assure conformance to the nuclear hardness requirement of SA-S00001C, the Contractor may use electronic material that is certified as being nuclear hard to the appropriate levels. Semiconductors and higher assemblies procured from the Radiation Tolerant Assurance Source of Supply Center (RTASSC) are considered certified, to the levels and conditions specified on the corresponding White Sands Standard Drawings (WSDs). Additionally, a nuclear hardness Letter of Certification (LOC) from the RTASSC for higher assemblies will meet this material requirement. The use of source controlled drawings to ensure nuclear hardness requirements are met is no longer required. The Contractor is not responsible for the nuclear hardness of electronic material procured using WSDs and LOCs from RTASSC, to the extent and under the conditions provided by the WSDs and LOCs. For semiconductors microcircuit and higher assemblies procured from other than RTASSC, the Contractor is responsible for meeting the nuclear hardness requirements of the System Specification to the extent previously demonstrated in Government testing.

H.7. COMMINGLING OF MATERIAL

H.7.1. The Contractor and its subcontractors are authorized to commingle material produced, purchased, or otherwise furnished by the Contractor under this Delivery Order, as well as Shop Replaceable Units (SRU's) and Line Replaceable Units (LRU), and other materials provided by the Government, except for the material described in H.7.2 below. For the purpose of this provision, the same part manufactured to different revision levels may be commingled, except as described in H.7.2. below and where parts are specifically designated as obsolete by TDP revision.

H.7.2. Parts and Components which may not be commingled are:

H.7.2.1. Engine. The Contractor will receive as GFM three types of engines: PROSE Abrams engines, SLE Abrams engines, and Egyptian Engines (for kitting).

- a. PROSE engines only go into SEP, Wolverine, and A2 to SEP A2 retro-fit vehicles.
- b. SLE engines only go into AIM vehicles.
- c. Egyptian engines only go into kits for shipment to Egypt.

H.7.2.2. Transmissions. The Contractor will receive three GFM transmission types. M1A1 Transmissions, M1A2 which are the same as the M1A1 transmission except they have a valve body change incorporated and Egyptian transmissions (M1A1)

- a. SEP M1A2 and M1A2 to SEP transmissions. These are SEP M1A2 transmissions with the valve body.
- b. AIM transmissions. These are M1A1 transmissions without the valve body.
- c. Egyptian transmissions.

H.7.2.3. Cannon Assemblies. These can be either new or reclaimed. These cannot be mixed.

- a. AIM, A2 to SEP A2 Retro-fit use reclaimed cannon assemblies.
- b. SEP and GOE use new 120mm cannon assemblies.

H.7.2.4. The contractor is authorized to commingle modified, non-modified, refurbished and non-refurbished material taken off vehicles under Delivery Order DAAE07-01-G-N001/0009 with "NEW" material under Delivery Order DAAE07-01-G-N001/0002, DAAE07-01-G-N001/0003, and DAAE07-01-G-N001/0006. Attachment 006 list the material the contractor may commingle. The contractor shall warrant material taken off vehicles under Delivery Order DAAE07-01-G-N001/0009 and used on Delivery Orders DAAE07-01-G-N001/0002, DAAE07-01-G-N001/0003, DAAE07-01-G-N001/0006, and DAAE07-01-G-N001/0009 as new material.

H.8. M1A2 SEP ABRAMS UPGRADE TANK (M1A2 SEP/CEEP) PROGRAM CLOSE-DOWN

H.8.1. The Delivery Order prices do not include any direct costs associated with the close-down of the M1A2 SEP/CEEP vehicle program.

H.8.2. The Contractor's close-down actions not in the vehicle prices, based on Part 45 of the Federal Acquisition Regulations, are:

- a. Preparation of machines for shipment.
- b. Preparing final inventories, boxing and identifying special tooling, test equipment, fixtures and gages required to process parts

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assigned to various pieces of equipment.

- c. Boxing and protecting any special controllers, etc., that are required for machines.
- d. Layaway and ninety (90) day in-place maintenance of Government production and research property.
- e. Update of all property records for Government production and research property.
- f. Maintenance of real property from the last production delivery through 31 December 2004.

**H.9. Transfer of Out of Production Material into Delivery Order DAAE07-01-G-N001/TBD**

H.9.1. The Government has acquired Out of Production Material through the Contractor to provide the Government and Contractor material for production and spares. This material was acquired under Contracts DAAE07-00-C-N044 and DAAE07-95-C-0292, and TACOM-Rock Island delivery orders/contracts and managed under DAAE07-01-G-N001/0001.

H.9.2. The contractor's requirements for microcircuits GFM are indicated on Attachment 005 by program year and in total. For several of the chips, the Government has already purchased sufficient quantities for all upgraded tanks. (Quantities purchased are shown in the column titled SEP retrofit LCB Qty; those with sufficient quantities for all upgraded tanks are indicated by a positive number in the column titled Short/Over.)

H.9.3. For those that don't have a sufficient quantity, the Government plans either to furnish additional GFM or change the contract by incorporating an engineering change with a replacement chip. The dates by which the contractor would need such an engineering change to meet delivery schedules are indicated on the TBD page of Attachment 005.

H.9.4. The Government has agreed to transfer to this delivery order the material quantities shown in the SEP retrofit LCB Qty column under the conditions below. If, as a result of normal production attrition, the contractor requires additional chips, he may request an addition of up to 5% of the original quantity. The cost of this material will not be transferred from the original contracts. The parties agree that this material is in the possession of the contractor at time of delivery order award.

a. The Contractor is authorized utilization of material identified in Attachment 005 and shall confirm the transfer of this material from the previous contracts to this delivery order by execution of a DD Form 1149.

b. Although still Government-owned material, the contractor shall be responsible for meeting the contract requirements as if the material were contractor-furnished. Storage, protection and accountability shall be provided in accordance with the contractor's approved practices.

H.9.5. The Contractor has confirmed that costs associated with transfer of Government provided Out of Production material identified in Attachment 005 have been excluded from the Delivery Order prices and supplier purchase orders. Should the Contractor later find this condition to have changed or to have been reported incorrectly, the Contractor shall report this condition within ten (10) days to the TACOM Contracting Officer.

**H.10 SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT**

H.10.1. Special Tooling and Special Test Equipment acquired or accountable under Contract DAAE07-95-C-0292 to be used on this contract shall be authorized on a rent free use non-interference basis under contract DAAE07-95-C-0292.

**H.11. CONTRACTOR PROVIDED MATERIAL**

H.11.1. Pursuant to Clause C.13.6, the unit price of CLIN 0001AA includes the purchase of material to be utilized by Anniston. The cost to remove and replace defective equipment received from Anniston including the packaging, handling and preparation cost for return shipment to Anniston is included under CLIN 0001AA. The Government shall bear the cost to return the damaged and/or defective material to Anniston. There will be no adjustment under this contract for the labor or material. The cost of installation of equipment identified on Attachment 001 GFM is included in CLIN 0001AA but the removal and/or replacement is separately priced under DGM CLIN TBD.

H.11.2. If tanks are otherwise ready for acceptance and the contractor is missing Government Furnished Material including parts supplied by ANAD, the contractor may elect conditional acceptance of tanks as a remedy. Subject to verification that the conditions of this clause have been met, the Government shall conditionally accept tanks. Conditional acceptance by the Government shall be deemed to release the Government from claims for equitable adjustment for late delivery of Government Furnished Material on any tanks so accepted.

**H.12 OPTION FOR INCREASED QUANTITIES**

H.12.1 The Government has the unilateral right to increase the quantity of the M1A2 SEP/CEEP tanks by 86 additional tanks. The Government may add these 86 tanks in one increment, at the price shown in Section B (0003AA), and with delivery schedule shown in Section F. The Government may exercise this option at anytime prior to 1 January 2004.



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The Terms and Conditions and contract clauses specific to Section H of the Basic Order Agreement (DAAE07-01-G-N001) are incorporated by reference into this Delivery Order DAAE07-01-G-N001/0009 with the exception of the following:

- |      |                    |  |
|------|--------------------|--|
| H-1  | FAR 52.232-16      | PROGRESS PAYMENTS (DEC/2002)                             |
| H-17 | DFARS 252.232-7002 | PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITION |
| H-18 | DFARS 252.232-7004 | DOD PROGRESS PAYMENTS RATES                              |

\*\*\* END OF NARRATIVE H 001 \*\*\*

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-2	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-3	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-4	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-5	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-6	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-7	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-8	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-9	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II)	OCT/2001
I-10	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-11	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-12	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-13	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-14	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-15	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-16	52.223-10	WASTE REDUCTION PROGRAM	AUG/2000
I-17	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-18	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-19	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES this clause applies only when the Contractor has been determined eligible. See Section K.	APR/1998
I-20	52.232-1	PAYMENTS	APR/1984
I-21	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-22	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-23	52.232-11	EXTRAS	APR/1984
I-24	52.232-25	PROMPT PAYMENT	FEB/2002
I-25	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-26	52.233-1	DISPUTES	JUL/2002
I-27	52.233-1	DISPUTES (ALTERNATE I, dated Dec 1991)	JUL/2002
I-28	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-29	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-30	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-31	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-32	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-33	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract. The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-34	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
I-35	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-36	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-37	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-38	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-39	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-40	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-41	252.225-7024	RESTRICTION ON ACQUISITION OF NIGHT VISION IMAGE INTENSIFIER TUBES AND DEVICES	DEC/1991
I-42	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-43	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	APR/2003
I-44	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-45	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC	SEP/2001

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I-46	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-47	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-48	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-49	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-50	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-51	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-52	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to

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cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: -1-.

[End of Clause]

I-53      52.223-11      OZONE-DEPLETING SUBSTANCES      MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-54      52.234-1      INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III      DEC/1994

(a) Definitions. Title III industrial resource means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093). Title III project contractor means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

[End of Clause]

I-55      52.244-6      SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS      APR/2003

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

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(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-56	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984
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(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-57	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
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(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

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(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-58	52.204-4009	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
	(TACOM)		

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	DD FORM 1423 DATA ITEMS			
Exhibit B	SEP / CEEP CONFIGURATION			
Attachment 001	M1A2 TO SEP/ CEEP GFM LIST			
Attachment 002	GOVERNMENT FURNISHED MATERIAL REPORTING			
Attachment 003	LRU PRODUCT FABRICATION SPECIFICATIONS			
Attachment 004	RECLAMATION SITES			
Attachment 005	LCB MICROCIRCUIT CHIP LIST			
Attachment 006	COMMINGLING HARDWARE LIST			
Attachment 007	COMPONENT FIRST ARTICLE TESTING			

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
K-3	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-4 (a)	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (Alternate I dated APR 2002)	APR/2002

(1) The North American Industry Classification System (NAICS) code for this acquisition is -1- .

(2) The small business size standard is -2- .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not, a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not, a woman-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not, a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not, a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It [ ] is, [ ] is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: \_\_\_\_\_

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- [ ] Black American.
- [ ] Hispanic American.
- [ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [ ] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh,



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Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

[ ] Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

K-5      52.219-1      SMALL BUSINESS PROGRAM REPRESENTATIONS--(ALTERNATES I AND II dated MAY/2001 OCT 2000)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is -1- .

(2) The small business size standard is -2- .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or

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service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it is [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern-

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

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(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(e) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision].

The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(f) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]

The offeror shall check the category in which its ownership falls:

[ ] Black American.

[ ] Hispanic American.

[ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

[ ] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

[ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

[ ] Individual/concern, other than one of the preceding.

[End of Provision]

K-6      52.203-2      CERTIFICATE OF INDEPENDENT PRICE DETERMINATION      APR/1985

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have

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**Name of Offeror or Contractor:**

not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above (INSERT FULL NAME OF PERSON(S) IN THE OFFEROR'S ORGANIZATION RESPONSIBLE FOR DETERMINING THE PRICES OFFERED IN THIS BID OR PROPOSAL, AND THE TITLE OF HIS OR HER POSITION IN THE OFFEROR'S ORGANIZATION);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

[End of Provision]

K-7	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
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(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

K-8	52.204-3	TAXPAYER IDENTIFICATION	OCT/1998
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(a) Definitions.

(1) Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

(2) Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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Name of Offeror or Contractor:

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[ ] TIN:\_\_\_\_\_

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other:

(f) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name: \_\_\_\_\_

TIN: \_\_\_\_\_

[End of Provision]

K-9

52.204-5

WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS

MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it [ ] is a women-owned business concern.

[End of Provision]

K-10

52.204-6

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

JUN/1999

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**Name of Offeror or Contractor:**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

[End of Provision]

K-11      52.207-4      ECONOMIC PURCHASE QUANTITY -- SUPPLIES      AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

[End of Provision]

K-12      52.209-5      CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,      DEC/2001  
AND OTHER RESPONSIBILITY MATTERS

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

- (A) [    ] are
- [    ] are not

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<b>Name of Offeror or Contractor:</b>		

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) ☐ Have  
☐ have not  
within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) ☐ Are  
☐ are not  
presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror  
☐ has  
☐ has not  
within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K-13	52.215-6	PLACE OF PERFORMANCE	OCT/1997
(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,			
<input type="checkbox"/> intends			
<input type="checkbox"/> does not intend			
(Check applicable block)			
to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.			
(b) If the offeror or respondent checks <u>intends</u> in paragraph (a) of this provision, it shall insert in following spaces the required information:			
Place of Performance (Street Address, City, County, State, ZIP code)		Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent.	

Name of Offeror or Contractor:

_____	_____
_____	_____
_____	_____

[End of Provision]

K-14	52.219-21	SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES	MAY/1999
		UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM	

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror represents as follows:

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
[ ] 50 or fewer	[ ] \$1 million or less
[ ] 51 - 100	[ ] \$1,000,001 - \$2 million
[ ] 101 - 250	[ ] \$2,000,001 - \$3.5 million
[ ] 251 - 500	[ ] \$3,500,001 - \$5 million
[ ] 501 - 750	[ ] \$5,000,001 - \$10 million
[ ] 751 - 1,000	[ ] \$10,000,001 - \$17 million
[ ] Over 1,000	[ ] Over \$17 million

[End of Provision]

K-15	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
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The offeror represents that--

(a) It [ ] has  
[ ] has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

(b) It [ ] has  
[ ] has not

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

K-16	52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR/1984
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Name of Offeror or Contractor:			

The offeror represents that

- (a) It ☐ has developed and has on file,  
☐ has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

K-17

52.227-6

ROYALTY INFORMATION

APR/1984

(a) Cost or charges for royalties When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor;
- (2) Date of license agreement;
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;
- (4) Brief description, including any part or model numbers, of each contract item or component on which the royalty is payable;
- (5) Percentage or dollar rate of royalty per unit;
- (6) Unit price of contract item;
- (7) Number of units; and
- (8) Total dollar amount of royalties.

(b) Copies of current licenses In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

[End of Provision]

K-18

52.230-1

COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

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<b>Name of Offeror or Contractor:</b>		

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

- (ii) One copy to the cognizant Federal auditor.  
(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- [ ] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

- [ ] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

- [ ] (4) Certificate of Interim Exemption. The offeror hereby certifies that

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and
- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a

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**Name of Offeror or Contractor:**

single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- [ ] yes
- [ ] no

[End of Provision]

K-19      252.209-7002      DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT      SEP/1994

(a) Definitions

As used in this provision--

(1) Effectively owned or controlled means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) Entity controlled by a foreign government--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) Foreign government includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) Proscribed information means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format: Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable).

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**Name of Offeror or Contractor:**

Name and Address of Offeror	Description of Interest, Ownership Percentage, and Identification of Foreign Government
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Name and Address of Entity Controlled by a Foreign Government

[End of Provision]

K-20	252.223-7001	HAZARD WARNING LABELS	DEC/1991
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(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)

ACT


(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Provision]

K-21	252.225-7000	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE	APR/2003
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(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the

Name of Offeror or Contractor:

offeror certifies that-

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)

[End of Provision]

K-22

252.225-7003

INFORMATION FOR DUTY-FREE ENTRY EVALUATION

MAR/1998

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-
- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
  - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin

[End of provision]

K-23

252.247-7022

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

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<b>Name of Offeror or Contractor:</b>		

(b) Representation. The Offeror represents that it--

[ ] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[ ] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-24            52.204-4007            OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE            MAR/2001  
(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:  
<http://www.ccr2000.com/>

[End of Provision]

K-25            52.215-4010            AUTHORIZED NEGOTIATORS            JAN/1998  
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

K-26            52.223-4002            USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)            DEC/1993  
(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

Name of Offeror or Contractor:

- (i)

chlorofluorocarbon-11 (CFC-11)
- (ii)

chlorofluorocarbon-12 (CFC-12)
- (iii)

chlorofluorocarbon-13 (CFC-13)
- (iv)

chlorofluorocarbon-111 (CFC-111)
- (v)

chlorofluorocarbon-112 (CFC-112)
- (vi)

chlorofluorocarbon-113 (CFC-113)
- (vii)

chlorofluorocarbon-114 (CFC-114)
- (viii)

chlorofluorocarbon-115 (CFC-115)
- (ix)

chlorofluorocarbon-211 (CFC-211)
- (x)

chlorofluorocarbon-212 (CFC-212)
- (xi)

chlorofluorocarbon-213 (CFC-213)
- (xii)

chlorofluorocarbon-214 (CFC-214)
- (xiii)

chlorofluorocarbon-215 (CFC-215)
- (xiv)

chlorofluorocarbon-216 (CFC-216)
- (xv)

chlorofluorocarbon-217 (CFC-217)
- (xvi)

halon-1211
- (xvii)

halon-1301
- (xviii)

halon-2402
- (xix)

carbon tetrachloride
- (xx)

methyl chloroform
- (xxi)

Methyl bromide
- (xxii)

hydrobromofluorocarbons (HBFCs)
- (xxiii)

All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- [ ]

have
- [ ]

have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>

Name of Offeror or Contractor:

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- ☐ have
- ☐ have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

- (e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.
- (f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

K-27	52.245-4004 (TACOM)	REPRESENTATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE	JAN/1991
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The offeror represents that there:

- ☐ is
- ☐ is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

- ☐ will
- ☐ will not
- ☐ may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

[End of Provision]

K-28	52.247-4011 (TACOM)	F.O.B. POINT	SEP/1978
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Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant: (City) (State) (ZIP) (County)

(2) Subcontractor's Plant: (City) (State) (ZIP) (County)

[End of Provision]

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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-5	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS (ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997))	MAY/2001
L-6	52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT/1997
L-7	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-8	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
L-9	52.215-3	REQUEST FOR INFORMATION OR SOLICITATION FOR PLANNING PURPOSES	OCT/1997

(a) The Government does not intend to award a contract on the basis of this solicitation or to otherwise pay for the information solicited except as an allowable cost under other contracts as provided in subsection 31.205-18, Bid and Proposal Costs, of the Federal Acquisition Regulation.

(b) Although proposal and offeror are used in this Request for Information, your response will be treated as information only. It shall not be used as a proposal.

(c) This solicitation is issued for the purpose of planning.

[End of Provision]

L-10	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III, OCT 1997)	OCT/1997
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(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting officer.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

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(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: -1-

[End of Provision]

L-11 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE SEP/1990

Any contract awarded as a result of this solicitation will be a

[X] DX rated order;  
[ ] DO rated order

certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

[End of Provision]

L-12 52.216-1 TYPE OF CONTRACT APR/1984

The Government contemplates award of a FIRM FIXED-PRICE contract resulting from this solicitation.

[End of Provision]

L-13 52.232-18 AVAILABILITY OF FUNDS APR/1984

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

[End of Provision]

L-14 52.233-2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command	HQ, Army Materiel Command
ATTN: AMSTA-AQ, Associate Deputy for Contracting	
(Protest Coordinator)	or Office of Command Counsel

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Name of Offeror or Contractor:

Warren, MI 48397-5000

ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001  
Facsimile number (703) 617-5680/617-4999  
Voice number (703) 617-8176

The AMC-Level protest procedures are found at: [www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html).

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-15 AFARS 1.602- AVAILABILITY OF FUNDS FOR THIS ACQUISITION JUN/1996  
2(A)(II)(B)

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available.

[End of Provision]

L-16 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES MAY/2000  
(TACOM)

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

(1) The contracting officer designated in the solicitation for resolution of protests, or,

(2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

(1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Ave.  
Alexandria, VA 22333-0001

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**Name of Offeror or Contractor:**

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:  
<http://www.amc.army.mil/amc/cc/protest.html>

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

L-17	52.211-4047	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL	APR/2000
	(TACOM)	(NEGOTIATED)	

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

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**Name of Offeror or Contractor:**

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(2) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.

(3) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-18                      52.215-4003                      HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES                      DEC/2002  
                                  (TACOM)                      (NON-US POSTAL SERVICE MAIL)

(a) Handcarried offers shall be addressed to:

US Army Tank-automotive and Armaments Command  
 Acquisition Center  
 Bid Lobby - Building 231, AMSTA-AQ-AMAD  
 East 11 Mile Road  
 Warren, MI. 48397-0001

(b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

(c) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(d) Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Interim Directions to TACOM while our Main 11 Mile Road Gate is under construction: From Van Dyke Avenue, travel westbound on 11 Mile Road, pass the main TACOM complex and turn right onto the Mound Road entrance ramp. When you reach the stop sign, take another right onto Mound Road proper, and go up approximately 1/4 mile and turn right to enter the Mound Road gate. Upon entry to the Mound Road gate, follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.

(d2) [THIS PARAGRAPH D2 NOT VALID UNTIL LATE AUTUMN 2003; 11 MILE GATE UNDER CONSTRUCTION] Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.

(e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

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(f) Packages must be delivered to Building 249 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-19                      52.215-4004                      COST OR PRICING DATA                      JUN/1999

(a) Every proposal must include cost or pricing data for (i) prime contracts expected to exceed \$500,000 and (ii) each prospective noncompetitive subcontract that:

(1) Has an estimated value of \$10 million or more, or

(2) Has an estimated value of more than \$500,000 and is more than 10% of the total contract price.

(b) In order to meet this requirement, you must include a certificate of current cost or pricing data, in the format specified in 15.406-2 (see paragraph (d) below).

(c) Data shall be submitted in the format indicated in Table 15-2 of FAR 15.408.

(1) Address both (i) the basic contractual quantities identified in Section B of this solicitation, and (ii) any applicable option quantity identified in Section H of this solicitation.

(2) For required subcontractor cost or pricing data:

(i) Clearly identify the sub-contracted scope of work and its relation to the total proposal, and

(ii) Include (or forward to the Procuring Contracting Officer (PCO) when first available) complete documentation of the subcontract proposal audit, analysis, evaluation, and negotiation.

(3) Concurrently furnish the complete package of information to the cognizant Defense Contract Management Area Operation (DCMC) and Defense Contract Audit Agency (DCAA) offices. You are responsible for submitting all required subcontractor cost or pricing data to each of these three Government offices (or for ensuring that subcontractors forward their data directly).

(d) Certificate of Current Cost or Pricing Data. As soon as practicable after contract price agreement, you will furnish a Certificate of Current Cost or Pricing Data for the prime contract and each subcontract identified above.

[End of Provision]

L-20                      52.215-4850                      ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION                      MAR/2003  
(TACOM)

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). Unless paper copies are specifically requested elsewhere in this solicitation (in Section L), offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(1) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

(4) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@taacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE (Compression): The above formats may be submitted in compressed form using Winzip\*. Self-extracting files are not acceptable. Check with the buyer before using any product other than Winzip for file compression.

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NOTE (Hyperlinks): Documents [submitted using any of the above formats] must not contain active links (hyperlinks) to any other documents that are not contained in the proposal. This includes links to live Internet web sites or web pages. All linked information must be contained within your electronic offer and be accessible offline.

NOTE (Macros): The virus scanning software used by our email systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email offer to be quarantined. In that event subparagraphs (f) and (g) apply.

(b) Acceptable media: You must submit your offer via 100 megabyte or 250 megabyte Zip\*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.

(1) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language in Block 9 of the SF 33 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required). If you will be sending your CD or ZIP disks by any method other than US Postal Service, see the Section L provision 52.215-4003 (TACOM), entitled "Handcarried Offers," for delivery instructions.

(2) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Use the file compression described in the NOTE in paragraph (a) above. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT FAX OFFERS TO THE BUYER. SIMILARLY, DO NOT ADDRESS THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF offers@tacom.army.mil AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO offers@tacom.army.mil.

Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 or 250 megabyte Zip\*-disk AND e-mail.

(c) Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

(e) Electronic offers must include, as a minimum:

(1) The SF33 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per (b)(1) above, this SF 33 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph (b)(1) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 33 cover sheet. E-mailed offers must also include a signed SF 33 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage



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(<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(4) Any other information required by the solicitation.

(f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

\*Registered trademark

[End of Provision]

L-21	52.219-4003	HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS	JUN/1997
	(TACOM)		

(a) Procurement Technical Assistance Centers (PTACs). The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

(b) PTACs provide their clients with...

- marketing advice
- information on sales opportunities and partnering prospects
- help with preparing offers
- matching your firm's services and products to Government requirements
- copies of Government specifications (sometimes for a fee)
- post-award guidance
- referrals to other business assistance resources
- newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

(c) To find the PTAC nearest you, visit <http://www.dla.mil.ddas.default.htm> on the World Wide Web.

[End of Provision]

L-22	52.219-4004	SUBMISSION OF SUBCONTRACTING PLAN	FEB/1999
	(TACOM)		

(a) Concurrent with the offer in response to this solicitation, the The offeror shall submit a subcontracting plan required by FAR 52.219-9, entitled SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN. Note that such a plan is not required of offerors that are small businesses. The plan shall be submitted to the buyer's e-mail address on the face page of the solicitation.

(b) Each page of the subcontracting plan will be marked with the solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification. If this is a negotiated acquisition, the subcontracting plan may be negotiated along with the cost, technical, and managerial features of the offeror's proposal, and the Government reserves the right to discuss the subcontracting plan after the receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(c) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (including Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the proposal's total subcontracting dollars.

[End of Provision]

**Name of Offeror or Contractor:**

L-23	52.233-4000 (TACOM)	NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM	AUG/1999
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(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM  
AMSTA-AQ-C (Ms. Shepherd)  
Warren, MI 48397-5000

shepher1@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- (1) TACOM solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Ave.  
Alexandria, VA 22333-0001

Voice Phone: (703)-617-8176  
Fax Phone: (703)-617-4999 or 5680.

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

[www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

[End of Provision]

L-24	52.245-4002 (TACOM)	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING	MAR/1996
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(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

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(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

L-25	52.246-4038	OFFEROR'S STATISTICAL PROCESS CONTROL (SPC) PROGRAM	APR/1994
	(TACOM)		

(a) This solicitation will result in a contract that will require the contractor to use a statistical process control (SPC) program to ensure the quality of the contract items. The minimum requirements for the contractor's SPC program are described in this solicitation, in the clause entitled STATISTICAL PROCESS CONTROL.

(b) To allow us to analyze your SPC program, you must furnish a description of your program as part of your proposal in response to this solicitation.

(c) Your SPC program description must be complete enough to show that your program has all the features required in Section E of this solicitation. Note that if some of the features of your program are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response, rather than restating information from them. If your SPC program is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your program description. You need not physically attach a copy of a textbook to your offer.

(d) If you already described your SPC program as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy or simply identify the number of the previous solicitation. (Note, however, that each SPC program description includes a discussion of which features of the contract item you will control using SPC techniques. Since this discussion differs from item to item, remember that each time you send us an SPC program description, part of the discussion has to be specific to the item you're offering. This means that even if you sent us a description of your SPC program two months ago, simply sending us a copy or referring to the copy of that description won't be enough--unless the older solicitation was for the same item you're offering us now.)

(e) If you don't provide us a complete description of your SPC program, or if the description you do send doesn't show all the required features listed in Section E of this solicitation, your proposal may be ineligible for award.

[End of Provision]

L-26	52.246-4051	OFFEROR'S QUALITY ASSURANCE SYSTEM	FEB/1998
	(TACOM)		

(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

(b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. Section E of this solicitation includes a clause that asks you to identify what quality-assurance system you will use if awarded a contract.

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(1) If you indicate in Section E of this solicitation that your quality system conforms to one of the ISO 9000-series standards, or to QS 9000, or to ANSI/ASQ 9001 or 9002, this is a sufficient description: you need not further describe your quality system in your response to the solicitation.

(2) If your quality system does not conform to any of the standards listed in (b)(1) immediately above, then in addition to identifying in Section E of this solicitation the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house. (Note, however, that if the quality system you intend to use is one that conforms to MIL-Q-9858, MIL-I-45208, or another comparable military specification or standard, you don't need to send us a copy of the standard: just identify in Section E of your offer which standard you intend to use).

(3) If you provide a description of your quality system, make sure that your description covers how your system:

- achieves defect prevention, and
- provides process control, and
- ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

[End of Provision]

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SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-3	EVALUATION EXCLUSIVE OF OPTIONS	APR/1984
M-2	52.232-15	PROGRESS PAYMENTS NOT INCLUDED	APR/1984
M-3	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
M-4	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003
M-5	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001

- (a) We'll award a contract to the offeror that:
- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified in Section M, and
  - (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
  - (3) meets all the responsibility criteria at FAR 9.104.
- (b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:
- (1) arrange a visit to your plant and perform a preaward survey;
  - (2) ask you to provide financial, technical, production, or managerial background information.
- (c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.
- (d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

EXHIBIT A

DD FORM 1423 DATA ITEMS

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E. \_

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A. CONTRACT LINE ITEM NO.: 0001 B. EXHIBIT: A C. CATEGORY:  
D. SYSTEM/ITEM: M1A2 SEP/CEEP TANK E. CONTRACT/PR NO.: F. CONTRACTOR: GDLS

1. DATA ITEM NO. A001  
2. TITLE OF DATA ITEM: DI-QCIC-80736  
3. SUBTITLE: DGM Report  
4. AUTHORITY : 5. CONTRACT REFERENCE: B.4.2 6. REQUIRING OFFICE: SFAE-GCSS-W-AB-QA  
7. DD250 REQ: No  
9. DIST. STATEMENT REQUIRED: No 10. FREQUENCY: As Required 12. DATE OF FIRST SUB: NA  
8. APP CODE: 11. AS OF DATE: 13. DATE OF SUBS. SUB:

14. DISTRIBUTION A. ADDRESSEES B. COPIES DRAFT FINAL  
SFAE-GCSS-W-AB-CO PaavolaD@tacom.army.mil 0 1  
SFAE-GCSS-W-AB-CC jaroszt@tacom.army.mil 0 1  
SFAE-GCSS-W-AB-Q DunklinB@tacom.army.mil 0 1  
15. TOTAL: 0 3

16. REMARKS: Report shall be made to the cognizant Government QAR using either DGM report or SF368. Report shall be submitted immediately in case of Category I deficiency; follow-up documentation within 2 days. Category II reports shall be submitted within two days of deficiency discovery. Info copy of completed SF 368 shall be included with all shipments of deficient material returned to the Government. LATP/QAR shall continue to have access to CDRL A001 data via GDLS' TIP-QA system.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

A. CONTRACT LINE ITEM NO.: 0001 B. EXHIBIT: A C. CATEGORY:  
D. SYSTEM/ITEM: M1A2 SEP/CEEP TANK E. CONTRACT/PR NO.: F. CONTRACTOR: GDLS

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1. DATA ITEM NO. A002  
2. TITLE OF DATA ITEM: Configuration Control Changes  
3. SUBTITLE: Contractor Change Notice  
4. AUTHORITY : 5. CONTRACT REFERENCE: C.5.1. & Atch. 003 6. REQUIRING OFFICE: SFAE-GCSS-W-AB-QA.  
7. DD250 REQ: No 9. DIST. STATEMENT REQUIRED: No 10. FREQUENCY: As Required 2. DATE OF FIRST SUB: NA  
8. APP CODE: 11. AS OF DATE: 13. DATE OF SUBS. SUB:

14. DISTRIBUTION A. ADDRESSEES B. COPIES DRAFT FINAL  
SFAE-GCSS-W-AB-LD ketchumr@tacom.army.mil 1 1  
SFAE-GCSS-W-AB-LR konwinsl@tacom.army.mil 1 1  
SFAE-GCSS-W-AB-S harjuw@tacom.army.mil 1 1  
AMSTA-LC-CAEB (NOTE 1) regenhaj@tacom.army.mil 0 1  
AMSTA-LC-CAEB (NOTE 1) wilsonl@tacom.army.mil 0 1 NOTE 1  
15. TOTAL: 3 5

16. REMARKS: Electronic notification of any CR, RFW, RFD, ECP to the technical data package shall be provided to the offices listed in block 14. MIL-STD-973 format is to be used as a guide. Logistics impact is to be conspicuously marked. This notice does not replace the requirement for ECPs to be presented to a Government Configuration Control Board. NOTE 1: Deliver ONLY if CR/ECP/RFD/RFP affects System Specification, Prime Item Product Fab Specification, defined LRU Prod Fab Specifications, or the FIR for the vehicle.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: I. APPROVED BY:  
H. DATE: J. DATE:

-----  
A. CONTRACT LINE ITEM NO.: 0001 B. EXHIBIT: A C. CATEGORY:  
D. SYSTEM/ITEM: M1A2 SEP/CEEP TANK E. CONTRACT/PR NO.: F. CONTRACTOR: GDLS

1. DATA ITEM NO. A003  
2. TITLE OF DATA ITEM: Configuration Status Accounting and Engineering Records (ECAR)  
3. SUBTITLE: STA Form 1605, ECAR  
4. AUTHORITY : 5. CONTRACT REFERENCE:C.5.3 6. REQUIRING OFFICE:  
7. DD250 REQ: No  
9. DIST. STATEMENT REQUIRED: No 10. FREQUENCY: As Required 12. DATE OF FIRST SUB: NA  
8. APP CODE: 11. AS OF DATE: 13. DATE OF SUBS. SUB:

14. DISTRIBUTION A. ADDRESSEES B. COPIES DRAFT FINAL  
AMSTA-TR 1  
DCMDE-GJQB Paul.Gherian@dcma.mil 1  
AMSTA-GDC 1  
15. TOTAL: 3

16. REMARKS: STA Form 1605, ECAR, shall be submitted within 5 days after incorporation of changes in production configuration. The Contractor shall provide electronic copies of the form.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

-----  
A. CONTRACT LINE ITEM NO.: 0001 B. EXHIBIT: A C. CATEGORY:  
D. SYSTEM/ITEM: M1A2 SEP/CEEP TANK E. CONTRACT/PR NO.: F. CONTRACTOR: GDLS

1. DATA ITEM NO. A004  
2. TITLE OF DATA ITEM: GFM Reporting  
3. SUBTITLE: GFM Reporting  
4. AUTHORITY : 5. CONTRACT REFERENCE: F.2. & Atch 2 6. REQUIRING OFFICE:SFAE-GCSS-W-AB-C.  
7. DD250 REQ: No 9. DIST. STATEMENT REQUIRED: No 10. FREQUENCY: Monthly 2. DATE OF FIRST SUB: NA  
8. APP CODE: 11. AS OF DATE: 13. DATE OF SUBS. SUB:

14. DISTRIBUTION A. ADDRESSEES B. COPIES DRAFT FINAL  
SFAE-GCSS-W-AB-CO oederc@tacom.army.mil 0 1  
SFAE-GCSS-W-AB-CO paavolad@tacom.army.mil 0 1  
SFAE-GCSS-W-AB-CO jaroszt@tacom.army.mil 0 1  
SFAE-GCSS-W-AB-CO ketchumr@tacom.army.mil 0 1  
DCMDE-GJQB Richard.Burba@dcma.mil 0 1  
15. TOTAL: 0 5 16. REMARKS:

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:  
G. PREPARED BY: I. APPROVED BY:  
H. DATE: J. DATE:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

-----  
A. CONTRACT LINE ITEM NO.: 0001 B. EXHIBIT: A C. CATEGORY:  
D. SYSTEM/ITEM: M1A2 SEP/CEEP TANK E. CONTRACT/PR NO.: F. CONTRACTOR: GDLS

1. DATA ITEM NO. A005  
2. TITLE OF DATA ITEM: Tank Team Reports in Contractor format



3. SUBTITLE:  
4. AUTHORITY :  
5. CONTRACT REFERENCE:  
6. REQUIRING OFFICE:AMSTA-LC-CAEB 7. DD250 REQ: No  
9. DIST. STATEMENT REQUIRED: No 10. FREQUENCY: As Required 12. DATE OF FIRST SUB: NA  
8. APP CODE: 11. AS OF DATE: 13. DATE OF SUBS. SUB:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	AMSTA-AQ-AHEB jacksojo@tacom.army.mil	0		1
	AMSTA-AQ-AHEB sonnenw@tacom.army.mil	0		1
	15. TOTAL:	0		2

16. REMARKS: electronic reporting: sonnenw@tacom.army.mil or jacksojo@tacom.army.mil  
All Reports are copies of GDLS internal reports. Required reports are: (Mon=Monthly; CTD=Contract Award to Date)  
Manpower Burden Center Work Force Report (Royal Latshaw)//Actual Hours by Contract Monthly/Contract to Date// Shop Floor Control Hours  
by Contract Mon/CTD//Efficiency by Contract Mon/CTD//Direct Labor Cumulative Transfer Hours Actuals and Shop Floor Control Hours//Hours  
Per Unit Report 1A-C//Direct Labor by Contract (Patrick Schymanski)// Mfg. Performance Contract History Report (Paul Gorishek) Mon//  
Total Operational Labor Hours For Discreet Contract Changes, Tank and Propulsion Product Line Allocations, Control Tests, and  
Tool/Maintenance (Carol Brockett)// All Plants-Current Mon/6 Month Average Efficiency by Department Report.(Roger Fachini).

17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
G. PREPARED BY:	I. APPROVED BY:
H. DATE:	J. DATE:

A. CONTRACT LINE ITEM NO.: 0001	B. EXHIBIT: A	C. CATEGORY:
D. SYSTEM/ITEM: M1A2 SEP/CEEP ABRAMS	E. CONTRACT/PR NO.:	F. CONTRACTOR: GDLS

1. DATA ITEM NO. A006  
2. TITLE OF DATA ITEM: OT-87-12065(T) Component First Article Test Status Reports  
3. SUBTITLE: FAT Flash Report  
4. AUTHORITY :  
5. CONTRACT REFERENCE: E.6.2.  
6. REQUIRING OFFICE:SFAE-GCSS-W-AB-QA.  
7. DD250 REQ: No  
9. DIST. STATEMENT REQUIRED: No  
10. FREQUENCY:As Required  
2. DATE OF FIRST SUB: NA  
8. APP CODE: 11. AS OF DATE: 13. DATE OF SUBS. SUB:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	SFAE-GCS-AB-Q DunklinB@tacom.army.mil	1		0
	AMSTA-TR-E/tank	1		0
	AMSTA-AR-QAW-C	1		0
	DCMDE-GJQB Julie.Stammen@dcma.mil	0		1
	15. TOTAL:	0		4

16. REMARKS: Reports are submitted when FAT test (list in Attachment 002) failures/incidents occur. Electronic reports shall go to DCMDE-GJQB at Julie.Stammen@dcma.mil for distribution to other Government Offices.

17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
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A. CONTRACT LINE ITEM NO.: 0001	B. EXHIBIT: A	C. CATEGORY:
D. SYSTEM/ITEM: M1A2 SEP/CEEP ABRAMS	E. CONTRACT/PR NO.:	F. CONTRACTOR: GDLS

1. DATA ITEM NO. A007  
2. TITLE OF DATA ITEM: Failure Analysis and Corrective Action Plan OT-91-12221  
3. SUBTITLE: COMPONENT CONTROL TEST FLASH REPORT  
4. AUTHORITY :  
5. CONTRACT REFERENCE: E.6.14.  
6. REQUIRING OFFICE: SFAE-GCSS-W-AB-QA  
7. DD250 REQ: NO  
9. DIST. STATEMENT REQUIRED: NO  
10. FREQUENCY:  
2. DATE OF FIRST SUB:

8. APP CODE: 11. AS OF DATE: 13. DATE OF SUBS. SUB:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	SFAE-GSC-AB-Q meiszcz@tacom.army.mil		0	1
	SFAE-GCSS-W-AB-S harju@tacom.army.mil		0	1
	SFAE-GCSS-W-AB-C menzeld@tacom.army.mil		0	1
	AMSTA-TR-E-tank		0	1
	AMSTA-AR-QAW-C		0	1
	AMSTA-AR-QAC-F		0	1
		15. TOTAL:		6

16. REMARKS: Contractor notification of test incident failure is required within the following time frame. Verbal notification within two (2) working days (POC T. Mieszczak, 586-574-5921, MieszczT@tacom.army.mil). Written report within eight (8) working days.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

ENGINEERING RELEASE RECORD  
ERR GDLU6210 dated 02 March 2002

THE FOLLOWING ECP'S ARE ADDED TO THE CONFIGURATION

GDLU6187	10 GB SOLID STATE RMC
GDLU6235	IMPROVED NBC COOLING TURBINE BEARINGS
GDMY0721	POS/NAV ACCURACY UPGRADE
GDLU6290	REDESIGN FCCP
GDLU6274	THERMAL MANAGEMENT QUICK DISCONNECT

THE FOLLOWING ECPs/CRs ARE EXCEPTION TO ERR GDLU6210

GDLT8845	PULSE JET SYSTEM SCAVENG
GDLT8952	RADIATION FILTER MODULE DEVIATIONS
GDLT8964	OPTIONAL UBIM INTRODUCED
GDLT8969	REVISE ELECTRICAL REPAIR KIT
GDLT8970	RELEASE NEW SUPPORT BRACKET AND RESERVOIR
GDLT8976	DISCONTINUED MICROCIRCUIT REPLACEMENT
GDLU2148	NUCLEAR HARDNESS GDCP 400HZ
GDLU2152	LIGHT WEIGHT WIRE RACE RING (LWWRR) RADIAL SEAL
GDLU2195	RELEASE NEW GRILLE DOOR HOOK
GDLU2200	ADDS J-PLATE STIFFENER TO SIDEWALL
GDLU2205	FCEU A10 CCA SOFTWARE CORRECTION
GDLU2230	HULL TURRET POSITION SENSOR BALLISTIC IMPROVEMENT
GDLU2236	CHANGE MICROCIRCUIT VENDOR
GDLU2261	IFCEU TECHNICAL DATA PACKAGE CLEANUP
GDMY0437	SOURCE CONTROL RELAY VS MILITARY
GDMY0449	HOUSING - MATERIAL NOTE CHANGE 12548094
GDMY0450	DUST SEAL CHANGE
GDMY0460	REVISE FASTENERS ON COOLING AND
GDMY0464	UPDATE HARNESS ASSY.
GDMY0497	COOLING FAN PERFORMANCE REQUIREMENTS
GDMY0500	TURRET AMMO RACK DRAWINGS MINOR
GDMY0507	CIRCUIT CARD ASSEMBLY REVISIONS
GDMY0523	LOWER LIMIT OF APPLIED TORQUE INCREASED
GDMY0554	NOTE SPEC UPDATE FOR THE RETAINER ASSY. 12346821
GDMY0556	NEEDLE VALVE DRAWING UPDATE 7358551
GDMY0562	CONNECTOR REQUIREMENT UPDATE 12918274
GDMY0592	UPDATE HYDRAULIC HAND PUMP BEARING PART NUMBERS.
GDMY0649	CHANGE TURRET POST INSERTS
GDMY0666	STRAP P/N CHANGE
GDMY0678	REVISE TRIAXIAL CABLE DRAWING
GDMY0693	CHANGE WELD SYMBOLS FOR J-PLATE STIFFENER
GDMY0712	CIRCUIT CARD ASSY. UPDATES
GDMY0718	WIRING HARNESS ASSY. REVISION
GDMY0723	HARNESS REVISIONS
GDMY0728	REVISE PICTORIAL PROFILE OF HOOK
GDMY0731	REVISE EMI FILTER DIODE
GDMY1133	NEW PROTOTYPE/PRODUCTION CEU RELEASE.
GDMY1342	FLEX HARNESS 3 _CEU_ CLOCKING/JUMPERS
GDMY1350	PIM NED Circuit Corrections
GDMY1401	GUARD SLOT REVISION
GDMY1411	FCEU LEADER DESIGNATOR CORRECTION
GDMY1501	CORRECTION OF HULL ELECTRICAL
L8T1004R2	ADDS ACCOMODATIONS FOR MOUNTING OF M4 CARBINE
L9T1010	PLGR INTEGRATION UPDATE
SKU00072	DID CRACKING GLASS CORRECTION - TDP UPDATE ONLY
SKU00074	RELEASE IMPROVED SLIP RING - TDP UPDATE ONLY DUST SEAL CHANGE

ENGINEERING RELEASE RECORD  
ERR GDLU6210 dated 02 March 2002

Abrams M1A2-SEP Retrofit Program  
DAAE07-01-G-N001/0009  
NO COST ECPs  
Exhibit B

CR/ECP No.	Description
GLDU2225	HYDRAULIC QUICK DISCONNECT RELOCATION
GDLU2197	EPLRS DATA CABLE
GDLU2297	PERSONAL HEATER FUEL PUMP
GDLU6193	NEW SHIPPING AND STOWAGE SPECIFICATION
GDLU6240	GUNNER'S SEAT ADJUSTER & HANDLE
GDLU2285	CEU FOUNDATION FIRMWARE UPDATE
GDLU6205	REVISE EMBEDDED DIAGNOSTICS DWGS
GDMY1806	SPEC SEALANT MATERIAL REVISED
GDLU6267	SOFTWARE 3.5.2.2.
GDLU6247	IMPROVED QUICK DISCONNECT
GDLU2264	AIM Obsolescence

ENGINEERING RELEASE RECORD  
ERR GDLU6210 dated 02 March 2002

APPROVED RFDs & RFWs FOR SEP RETROFIT

DAAE07-G-N001/0009

Exhibit B

DEV/WAV #	TITLE
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TDA02D500	ADDITIONAL GUIDE TUBE MACHINING
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#### UAAPU REQUIREMENTS

The Under Armor Auxiliary Power Unit (UAAPU) requirements in the TDP are changed as follows:

1. Each M1A2 SEP AUT vehicle shall not have an UAAPU installed. In its place each vehicle shall have an Under Armor Auxiliary Power Unit (UAAPU) stubbing kit installed to protect the vehicle from damage and permit normal operations of the vehicle without an UAAPU.
2. UAAPU regulators shall be installed in vehicles. All UAAPU regulator Contract performance and testing requirements are waived until further notice.
3. M1A2 SEP AUT shall not have the Hydraulic Manifold P/N 12466843 and /or the UAAPU Fire Bottle.

M1A2 TO SEP GFM LIST

ATTACHMENT 001

16th, 17th & 18th YEAR ABRAMS (M1A2) TO SEP VEHICLES AT ANAD RETROFIT GFM LIST\*\*

PART NAME	PN	USG	NSN	DEL SITE	NEW(N) REB(R)***
TURRET STRUCTURE SET *	NA	1	NA	LATP	R
HULL STRUCTURE SET *	12274800	1	NA	LATP	R
ENGINE, PROSE	12284500-1	1	2835-01-318-1537	LATP	R
DECU, M1A2	12324820	1	5995-01-331-1526	LATP	R
TRANSMISSION	12372000	1	2520-01-207-3527	LATP	R
FINAL DRIVE	12321701	2	2520-01-073-7665	LATP	R
ROAD WHEELS	12324548	32	2530-01-201-4816	LATP	R
TRACK T158LL	12387880-4	2	2530-01-435-5175	LATP	N
120MM GUN	12932366	1	NA	LATP	R
GAS	12911760	1	1240-01-370-3674	LATP	R
GTR	12549941	1	5990-01-355-3239	LATP	R
GP PRECLEANER	D5-19-2353	1	4240-01-026-3112	LATP	N
GP FILTER	D5-19-2350	2	4240-00-828-3952	LATP	N
GP HOSE 2FT	C5-19-916-1	3	4720-00-829-2760	LATP	N
GP HOSE 4FT	C5-19-916-4	1	4720-00-829-2761	LATP	N
GP COUPLING HALF	C5-19-1900-1	4	4730-01-138-7152	LATP	N
GP ORIFICE	B5-19-1829	4	4240-00-007-9453	LATP	N
GP BRACKET	B5-19-1831	4	5340-00-595-5208	LATP	N
NBC HOSE 6 IN	12337671	4	4720-01-187-9619	LATP	N
NBC FILTER	E5-19-7436	2	4240-01-363-1311	LATP	N
NBC Y CONNECTOR	12337663	4	1015-01-190-8413	LATP	N
GRENADE STOW BOX	81361-13-12-176	2	1040-01-208-7115	LATP	R
SGCEU	A3248300-1	1	5855-01-451-9740	ANAD	N
SGBICU	12987770-1	1	1240-01-444-0554	ANAD	N
SGTRU	12987790-1	1	5855-01-444-4228	ANAD	N
ELRF	12972530	1	1240-01-418-9498	LATP	R
CITV EU	A3248300-2	1	5855-01-451-9741	LATP	N
CITV SIGHT ASSY	12987753-1	1	5855-01-444-4220	LATP	N
CITV SA SGCEU	12987751-1	1	1220-01-444-2915	LATP	N
CITV ARMOR CAP	12917555	1	5340-01-359-5706	LATP	R
CITV RING	12917704	1	5340-01-357-8402	LATP	R
CITV AZI DRIVE	12918647	1	1290-01-372-3087	LATP	R
AEGR	12438580-2	1	5998-01-463-1005	TALLA	N
VIS KIT	A3206105	1	5830-01-395-7448	LATP	N
ITT KIT	A3157975	1	5820-01-387-5002	LATP	N
EPLRS CABLE	A3257893-6	1	5995-01-453-9171	LATP	N
#1 RIGHT SKIRT	12323644	1	NA	LATP	R
#2 RIGHT SKIRT	12323650	1	NA	LATP	R
#3 RIGHT SKIRT	12323653	1	NA	LATP	R
#4 RIGHT SKIRT	12323656	1	NA	LATP	R
#5 RIGHT SKIRT	12280313	1	NA	LATP	R
#6 RIGHT SKIRT	12280312	1	NA	LATP	R
#1 LEFT SKIRT	12323641	1	NA	LATP	R
#2 LEFT SKIRT	12323645	1	NA	LATP	R
#3 LEFT SKIRT	12280308	1	NA	LATP	R
#4 LEFT SKIRT	12280309	1	NA	LATP	R
#5 LEFT SKIRT	12280310	1	NA	LATP	R
#6 LEFT SKIRT	12280311	1	NA	LATP	R
ANTENNA	12438582	1	5985-01-422-4719	LATP	N
RIGHT INNER ASSY	12467582	1	NA	LATP	N
RIGHT OUTER ASSY	12468502	1	NA	LATP	N
LEFT INNER ASSY	12467587	1	NA	LATP	N
LEFT OUTER ASSY	12468503	1	NA	LATP	N
IC3 CEU POWER SUPPLY	12467391-2	1	NA	TAL	N

\* Hull and Turret sets shall be provided to the contractor in quantity and sequence as follows:

1st, 80 each 16th year hull and turret sets  
2nd, 25 each 17th year hull and turret sets  
3rd, 24 each 18th year hull and turret sets

\*\* Traditional GFM List and expected disposition of new vs reclaim/rebuild. May require rate of new parts for reclaim washouts.

\*\*\* Reclaim vs new disposition is dynamic at this point and may change as we get smarter.

G&A UNDER \$100,000:

CUMULATIVE TOTAL \$185,659 per unit

G&A OVER \$100,000:

CUMULATIVE TOTAL \$950,000 per unit

M1A2 TO SEP GFM LIST

ATTACHMENT 001

16th, 17th & 18th YEAR ABRAMS (M1A2) TO SEP VEHICLES AT ANAD RETROFIT GFM LIST\*\*

PART NAME	PN	USG	NSN	DEL SITE	NEW(N) REB(R)***
TURRET STRUCTURE SET *	NA	1	NA	LATP	R
HULL STRUCTURE SET *	12274800	1	NA	LATP	R
ENGINE, PROSE	12284500-1	1	2835-01-318-1537	LATP	R
DECU, M1A2	12324820	1	5995-01-331-1526	LATP	R
TRANSMISSION	12372000	1	2520-01-207-3527	LATP	R
FINAL DRIVE	12321701	2	2520-01-073-7665	LATP	R
ROAD WHEELS	12324548	32	2530-01-201-4816	LATP	R
TRACK T158LL	12387880-4	2	2530-01-435-5175	LATP	N
120MM GUN	12932366	1	NA	LATP	R
GAS	12911760	1	1240-01-370-3674	LATP	R
GTR	12549941	1	5990-01-355-3239	LATP	R
GP PRECLEANER	D5-19-2353	1	4240-01-026-3112	LATP	N
GP FILTER	D5-19-2350	2	4240-00-828-3952	LATP	N
GP HOSE 2FT	C5-19-916-1	3	4720-00-829-2760	LATP	N
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GP ORIFICE	B5-19-1829	4	4240-00-007-9453	LATP	N
GP BRACKET	B5-19-1831	4	5340-00-595-5208	LATP	N
NBC HOSE 6 IN	12337671	4	4720-01-187-9619	LATP	N
NBC FILTER	E5-19-7436	2	4240-01-363-1311	LATP	N
NBC Y CONNECTOR	12337663	4	1015-01-190-8413	LATP	N
GRENADE STOW BOX	81361-13-12-176	2	1040-01-208-7115	LATP	R
SGCEU	A3248300-1	1	5855-01-451-9740	ANAD	N
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CITV SIGHT ASSY	12987753-1	1	5855-01-444-4220	LATP	N
CITV SA SGCEU	12987751-1	1	1220-01-444-2915	LATP	N
CITV ARMOR CAP	12917555	1	5340-01-359-5706	LATP	R
CITV RING	12917704	1	5340-01-357-8402	LATP	R
CITV AZI DRIVE	12918647	1	1290-01-372-3087	LATP	R

AEGR	12438580-2	1	5998-01-463-1005	TALLA	N
VIS KIT	A3206105	1	5830-01-395-7448	LATP	N
ITT KIT	A3157975	1	5820-01-387-5002	LATP	N
EPLRS CABLE	A3257893-6	1	5995-01-453-9171	LATP	N
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#2 LEFT SKIRT	12323645	1	NA	LATP	R
#3 LEFT SKIRT	12280308	1	NA	LATP	R
#4 LEFT SKIRT	12280309	1	NA	LATP	R
#5 LEFT SKIRT	12280310	1	NA	LATP	R
#6 LEFT SKIRT	12280311	1	NA	LATP	R
ANTENNA	12438582	1	5985-01-422-4719	LATP	N
RIGHT INNER ASSY	12467582	1	NA	LATP	N
RIGHT OUTER ASSY	12468502	1	NA	LATP	N
LEFT INNER ASSY	12467587	1	NA	LATP	N
LEFT OUTER ASSY	12468503	1	NA	LATP	N
IC3 CEU POWER SUPPLY	12467391-2	1	NA	TAL	N



\* Hull and Turret sets shall be provided to the contractor in quantity and sequence as follows:

1st, 80 each 16th year hull and turret sets  
2nd, 25 each 17th year hull and turret sets  
3rd, 24 each 18th year hull and turret sets

\*\* Traditional GFM List and expected disposition of new vs reclaim/rebuild. May require rate of new parts for reclaim washouts.

\*\*\* Reclaim vs new disposition is dynamic at this point and may change as we get smarter.

G&A UNDER \$100,000:

CUMULATIVE TOTAL	\$185,659 per unit
------------------	--------------------

G&A OVER \$100,000:

CUMULATIVE TOTAL	\$950,000 per unit
------------------	--------------------

ATTACHMENT 002

GOVERNMENT FURNISHED MATERIAL REPORTING

ATTACHMENT 002

GOVERNMENT FURNISHED MATERIAL (GFM) REPORTING

1. Plant Wide Reporting to Include:

Detroit - Lima - Sterling - TLH - ANAD - Muskegon

2. Each plant shall report on the inventory status of GFM by production year utilizing the format below. Reports are required to be submitted monthly with cut-off at the end-of-the-week (Friday). Reporting is to start 45 days after contract award, with subsequent contract year reporting to start with receipt of that production year's GFM. The reports are to be in accordance with guidance provided below. Each report is to be rendered via electronic update to CCAM data base.

3. GFM Profile Report - Data Element Definitions:

TITLE

Line 1 - M1A2 SEP Plant  
Line 2 - Production Year  
Line 3 - Contract Number  
Line 4 - Date updated, Net Receipt, DGM, and Run Production  
Line 5 - Plant P.O.C. for Report

Header

1.	Item Number	Item number assign to part
2.	Part Name	Noun nomenclature of part
3.	Part Number	Part number of Item
4.	NSN	National Stock Number assigned to part
5.	Use Factor	Number used per tank
6.	Net Receipts	Total assets received for production year
7.	Cum Production	Assets released to production floor
8.	DGM Stocks	Assets returned to Government by contractor as defective in DGM crib
9.	Production Stock	Assets in GFM crib available for release to production floor
10.	Work Days to DDD	Work days to Drop Dead Date number of days. Number of assets in Column 9 divide by daily production rate.

ATTACHMENT 003

SEP/CEEP PROGRAM

LRU PRODUCT FABRICATION SPECIFICATIONS

The following lists SEP Product Fabrication Specifications for Line Replaceable Units.

Analog Input Module (AIM) (SC-SA15190A, dated 11 May 00)  
Gunner's Primary Sight (GPS), (SC-SA17200B, dtd. 1 Jun 00)  
Hull Power Distribution Unit (HPDU), (SC-SA15180B, dtd 4 Jun 99)  
Hull Remote Switching Module (HRSM), (SC-SA15150B, dtd. 6 Apr 00)  
Mass Memory Unit (MMU), (SC-SA17700, dtd 9 Sep 02)  
Prime Power Controller(PPC), (SC-SA16900A, dtd 4 Jun 99)  
Thermal Management System (TMS), (SC-SA15220, dtd 4 Jun 99)  
Turret Remote Switching Module (TRSM), (SC-SA16330A, dtd 4 Jun 99)

Improved Gunner's Control and Display Panel (IGCDP) (SC-TBD)  
Improved Driver's Integrated Display (IDID)(SC-TBD)  
Improved Commander's Electronic Unit (ICEU)(SC-TBD)  
Improved Commander's Display Unit (ICDU)(SC-TBD)  
Improved Hull Mission Processor Unit (IHMPU)(SC-TBD)  
Improved Turret Mission Processor Unit (ITMPU)(SC-TBD)

ATTACHMENT 004

RECLAMATION SITES

ATTACHMENT 004

SHIPMENT FROM GDAO TO VARIOUS RECLAMATION SITES

GDAO to Tallahassee:

<u>Part Name</u>	<u>Par Number</u>	<u>Quantity</u>
Loaders Panel	12282835-R	1
Shift Selector	12311017-R	1
HRSM Assembly	12387125-2-R	3
AIM Assembly	12387430-2-R	1
DID Assembly	12387568-4-R	1
PJS Control Unit	12387589-R	1
AJBA	12387925-R	1
HPDU Assembly	12387899-3-R	1
CANT Unit	12548046-R	1
HTPS Assembly	12549942-R	1
FCEU Assembly	12931199-12-R	1
GCDP Assembly	12931972-5-R	1
TRSM Assembly	12932230-2-R	2
CID Assembly	12437039-3-R	1

GDAO to Scranton:

<u>Part Name</u>	<u>Part Number</u>	<u>Quantity</u>
Torsion Bar Spring	12346262-1-R	7
Torsion Bar Spring	12346262-2-R	7
Ring	12549105-R	1
Retainer	12274445-R	8
Arm Assembly	12274457-1-R	1
Arm Assembly	12274457-2-R	1
Hub, Wheel	12274506-R	14
Washer	12274522-R	14
Arm Assembly	12311298-1-R	2
Arm Assembly	12311298-2-R	2
Arm Assembly	12311299-1-R	4
Arm Assembly	12311299-2-R	4
Spacer	12324353-R	6
Housing Assembly	12346149-R	8
Retainer	12326269-1-R	3
Retainer	12326269-2-R	3
Spacer	12347411-R	8
Turntable	12548064-R	1
Ring, Lower	12548805-R	1
Retainer	12548806-R	1
Ring, Upper	12549097-R	1
Weldment, Loaders Hatch	12931498-R	1

GDAO to Muskegon:

<u>Part Name</u>	<u>Part Number</u>	<u>Quantity</u>
Replenisher	12274340-R	1
Track Support Roller	12274460-R	4
Door Assembly	12316636-R	1
Drivers Hatch	12347211-R	1
Lock Assembly	12549784-R	1
Platform	12918660-29-R	1
Hub & Sprocket Assembly	9500460-R	2
Weapon Mount Assembly	12549030-R	1
Hatch & Mechanism	12549045-R	1

GDAO to IVO:

<u>Part Name</u>	<u>Part Number</u>	<u>Quantity</u>
Wiring Harness Assembly	12347107-R	1
Wiring Harness Assembly	12347108-R	1
Wiring Harness Assembly	12347109-R	1
Wiring Harness Assembly	12347110-R	1
Wiring Harness Assembly	12347142-R	1
Wiring Harness Assembly	12347143-R	1
Wiring Harness Assembly	12347144-R	1
Wiring Harness Assembly	12347145-R	1
Wiring Harness Assembly	12347182-R	1
Wiring Harness Assembly	12347183-R	1
Wiring Harness Assembly	12347293-1-R	1
Wiring Harness Assembly	12347293-2-R	1
Wiring Harness Assembly	12347293-3-R	1
Wiring Harness Assembly	12347293-4-R	1
Wiring Harness Assembly	12347293-6-R	1
Wiring Harness Assembly	12347293-7-R	1
Wiring Harness Assembly	12347293-8-R	1
Wiring Harness Assembly	12347293-9-R	1
Wiring Harness Assembly	12347293-10-R	1
Wiring Harness Assembly	12347293-11-R	1
Wiring Harness Assembly	12347293-13-R	1
Wiring Harness Assembly	12347293-14-R	1
Wiring Harness Assembly	12347294-R	1
Wiring Harness Assembly	12347296-2-R	1
Wiring Harness Assembly	12347296-3-R	1
Wiring Harness Assembly	12347296-4-R	1
Wiring Harness Assembly	12347297-2-R	1
Wiring Harness Assembly	12347297-3-R	1
Wiring Harness Assembly	12347297-4-R	1

GDAO to Suppliers:

<u>Part Name</u>	<u>Part Number</u>	<u>Quantity</u>
Gunners Handle Assembly	12283113-3-R	1
Elevation Mechanism	12283115-R	1
Traverse Mechanism	9377743-R	1
Azimuth Servo Assembly	9377769-R	1
Elevation Servo Assembly	9377770-R	1
POS/NAV Assembly	12346300-17-R	1

ATTACHMENT 005

LAST CHANCE BUY  
MICROCIRCUIT CHIP ADJUSTMENT LIST



ATTACHMENT 005

LAST CHANCE BUY MICROCIRCUIT CHIP ADJUSTMENT LIST

Obsolete P/N	Tank	Retrofit Qty	Retrofit		Priced In	LCB Contract
	Qty	LCB QTY	Nomenclature		BOM	Number / CLIN

TBD

ATTACHMENT 006

COMMINGLING HARDWARE LIST

<u>Part No.</u>	<u>Part Name</u>	<u>Qty.</u>	<u>Recl.</u> <u>Site</u>
12549030-S18	Weapon Mount Assy	1	musk
12549094-S18	Concentric Ring Assy	1	musk
3700711-S18	Platform	1	musk
3700950-S18	Loader's Hatch Assy	1	scranton
12346300-18-S18	Position Navigation Unit (2A114)	1	Smiths Ind.
12282835-S18	Loaders Panel (1A102)	1	tal
1231017-S18	Shift Select Assy	1	tal
12387568-5-S18	Drivers Integrated Display (2A602)	1	tal
12387589-S18	Pulse Control Unit Assy	1	tal
12387925-S18	Armor Junction Box Assy	1	tal
12388840-3-S18	Analog Input Module (2A110)	1	tal
12388860-2-S18	Remote Switching Molule #6 (1A109)	1	tal
12388860-2-S18	Remote Switching Molule #5 (1A101)	1	tal
12388870-S18	Remote Switching Module (2A102/103/104)	3	tal
12388880-4-S18	Hull Power Dist Unit (2A101)	1	tal
12548046-S18	Cant Unit Assy (1A252)	1	tal
12549942-S18	Hull-Turret Position Sensor (1A254)	1	tal
12931972-5-S18	Gunner's Control & Display Panel (1A602)	1	tal

Components requiring First Article Testing (FAT):

1. Improved Gunner's Control and Display Panel (IGCDP)
2. Improved Driver's Integrated Display (IDID)
3. Improved Commander's Electronic Unit (ICEU)
4. Improved Commander's Display Unit (ICDU)
5. Improved Hull Mission Processor Unit (IHMPU)
6. Improved Turret Mission Processor Unit (TMPU)